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Current Topics.

The New Lord Justice.

THE SEAT in the Court of Appeal vacated by Lord Justice FARWELL'S retirement had to be filled, in accordance with precedent, from the Chancery side, for it is an unwritten law that the six working judges of that court must represent in equal numbers common law and equity. We believe that there was a time when the Chancery bar claimed that it had a right to four, on the ground that the Judicature Act, 1873, contemplated conflicts between law and equity, and had directed that the latter was to prevail! The appointment of Mr. Justice SWINFEN EADY to one of the three seats which, notwithstanding this legendary claim of former days, are alone accorded to the Chancery Division, was generally anticipated, and has been, we feel sure, universally approved. Like his late colleague, now Lord PARKER, the new Lord Justice has long been regarded as a first-rate equity lawyer; indeed, opinion has been, and still is, somewhat divided as to which of the two has the greater merits. A sound and scholarly lawyer, a quick worker, and a master of practice, Lord Justice SWINFEN EADY has certainly earned his promotion.

The New Judges.

THE SELECTION of Mr. ATKIN, K.C., and Mr. ASTBURY, K.C. to fill the vacant seats in the King's Bench and Chancery Divisions, is not likely to be commented on adversely by any critic. Each of the new judges has enjoyed an excellent practice, the former in the Commercial Court—which is a great training ground of scholarly legal minds—and the latter as a patent practitioner, no less than as a “special” in Chancery. Indeed, of late years, it is rather in the former capacity than in the latter that Mr. ASTBURY has been heard of in the courts; but his experience of Chancery practice, as well as his knowledge of equity, are such as amply to justify his appointment. At the same time, we may suggest that the Lord Chancellor ought not to overlook the fact that there is a great array of talent in the ranks of Chancery silks who have practised solely in their own division, and who understand the special necessities of Chancery work in a more intimate way than is likely to be the case with men, however eminent and brilliant, whose work has lain largely in more extended fields. The opportunities of judicial promotion for Chancery silks are few enough as it is, and it seems only just, as well as calculated to promote the public interest, that vacancies

in their own division should be reserved for them. It is also desirable that the claims of common law silks, whose practice has not lain in the Commercial Court, should not be overlooked when a vacancy occurs in the King's Bench Division. While, however, we think it well to refer to these considerations, we have no doubt that both of the new judges will display on the bench the legal talents which have won them success at the bar.

Charge on Book Debts of a Company.

THE DECISION OF LUSH, J., in *Saunderson & Co. v. Clark* (Times, 5th inst.), shows the danger which, under section 93 of the Companies Act, 1908, may lie in an assignment of book debts. That section, reproducing section 10 of the Companies Act, 1907, enacts, *inter alia*, that "a mortgage or charge on any book debts of the company" shall "so far as any security on the company's property or undertaking is thereby conferred, be void against the liquidator and any creditor of the company," unless registered within twenty-one days. In the present case, a company wished to overdraw its banking account, and the bank allowed it to do so to the extent of £55, on being secured out of a debt of £80 due to the company. A document was executed by which the company assigned to the bank so much of the sum of £80 as might be necessary to indemnify it against the overdraft; and the company wrote a letter to the debtor, signed by two directors, directing him to pay the balance of his account to the bank. The assignment was not registered under section 93. The company went into liquidation before the debt was paid, and subsequently, we gather, the debtor paid the balance of his debt—about £50—to the bank in spite of a notice to the contrary from the liquidator. The liquidator thereupon sued him for the amount, alleging that the assignment was void. LUSH, J., decided in favour of the liquidator, and it is difficult to see how he could have done otherwise. For the purpose of section 25 (6) of the Judicature Act, 1873, an assignment of a *chose in action* may be absolute, notwithstanding that it is by way of mortgage (*Durham Brothers v. Robertson*, 1898, 1 Q. B. 765), but there cannot, under the statute, be an assignment of part of a debt (*Forster v. Baker*, 1910, 2 K. B. 636), and certainly not where the part assigned is indefinite (*Jones v. Humphreys*, 1902, 1 K. B. 10). But these decisions on the Judicature Act do not seem to be relevant when the question arises as to a mortgage of a book debt under section 93 of the Companies Act, 1908. Whatever the form of the assignment may be, the substance of the transaction must be looked at, and if it is, in fact, a mortgage it is struck at by the statute. It was impossible, said LUSH, J., for the parties to a transaction by way of mortgage or charge to alter the effect of the enactment by adopting a form which did not accord with the real transaction between them. In the present case a charge was created on the debt which required registration, and for want of registration the charge was void against the liquidator. The debtor, instead of interpleading, had paid the wrong person, with the result that he had obtained no effectual discharge, and was liable to pay over again.

Restrictive Agreements as to the Sale of Patented Articles.

THOSE WHO have studied the learning connected with covenants running with the land will remember that one of the resolutions in *Spencer's Case* (1583, 5 Co. Rep., 160, Leading Cases, 11th Ed., 351) is that in the case of a lease of personal goods there is not any privity, nor any reversion, but merely a thing in action in the personality, which cannot bind any but the covenantor, his executors or administrators who represent him. This resolution savours of a time when trade occupied a subordinate position, and a contract relating to trade concerned a limited class of persons. But at the present day restrictions on the re-sale of chattels have occupied the attention of the courts both here and in the United States. Contracts enabling a patentee to control the price on re-sales of articles manufactured under his patent go beyond anything which is required for his protection as patentee, and it has just been held by the Supreme Court of the United States that an attempt by a patentee to keep up prices in this manner is void. But such a contract appears to be binding here on sub-purchasers who take with notice (*Elliman v. Carrington*, 1901, 2 Ch. 275). There the plaintiffs, who were

manufacturers of goods, sold them to wholesale traders under a contract whereby the purchasers bound themselves not to sell the goods for less than certain specified prices, and if they sold to the trade to procure a similar signed agreement from every retailer whom they supplied. It will be remembered that the Patents Act, 1907, contains in section 38 provision invalidating contracts relating to patented articles which are intended to restrict the purchaser in regard to unpatented accessories, but the statute does not touch the question of price on a re-sale.

Infringement of Copyright in Novels by Dramatization.

THE SIMPLIFICATION in the law of copyright which has been effected by the Copyright Act, 1911, is well illustrated by the judgment of SARGANT, J., in *Corelli v. Gray* (Times, 4th inst.). The Act, among other matters, defines with as much precision as is possible the subject-matter and the nature of the copyright, and also what constitutes infringement, and the remedies for infringement. The subject-matter comprises "literary, dramatic, musical, and artistic" works (section 1), and each of these terms is extended by the interpretation clause (section 35) to cover whatever can fairly be treated as falling within it. "Copyright" is defined to mean "the sole right to produce or reproduce the work or any substantial part thereof in any material form whatsoever, to perform . . . the work or any substantial part thereof in public"; and it includes, in the case of a novel, the sole right to convert it into a dramatic work (section 1). Under section 2 copyright is infringed by any person who, without the consent of the owner of the copyright, does anything the sole right to do which is conferred on the owner; and under section 6 infringement entitles the owner of the copyright to all such remedies by way of injunction, damages, accounts, and otherwise as are conferred by law for the infringement of a right. When, therefore, as in the present case, the plaintiff complains of the infringement of copyright in a novel by turning it into a play, and no doubts arise as to the facts conferring the copyright, or as to its ownership, the question for solution is plain. Has the defendant's play been, in fact, copied from the novel. Coincidence between the play—or, as here, the sketch—and the novel may, as SARGANT, J., observed, be due to one of four causes:—(1) to mere chance; (2) to both sketch and novel being taken from a common source; (3) to the novel being taken from the sketch; or (4) to the sketch being taken from the novel. To establish her case the plaintiff had to prove that the fourth hypothesis was the efficient cause. The defendant relied only on the first, and alleged that his sketch was, in fact, adapted from an earlier unperformed play of his own. But the learned judge, on a comparison of the two works and consideration of the evidence, held that the resemblance was too great to be accounted for by the hypothesis of chance, and that the copying of the sketch from the novel was the efficient cause. Incidentally, he observed that copyright gives no monopoly in a special arrangement of words such as is given by a patent for an invention. Although the words are similar, yet, if the authorship is, in fact, independent, the second work constitutes no infringement of copyright in the first. Perhaps the probability of two works of close resemblance being, in fact, independent, is too remote to give the doctrine much practical importance.

Proceeds of Sale of Real Estate and the Statutory Bar.

IT IS one of the singularities of the law as to the limitation of actions that, while the period within which land can be recovered is carefully defined by the Real Property Limitation Acts, 1833 and 1874, there is no corresponding statute limiting the time for the recovery of personal property (other than chattels real) as such (see *Mellersh v. Brown*, 45 Ch. D. 225; *Charter v. Watson*, 1899, 1 Ch., p. 180), though in particular cases the same result may perhaps be attained by the statutory limitation on personal actions. When, then, land is converted, by virtue of a trust for sale, into money, it may become important to ascertain whether an interest in the proceeds of sale is to be treated as land or money. In the former case, a mortgagee of the interest is liable to be barred in twelve years where there has been no

acknowledgment or payment; in the latter case he is not subject to any such bar. The question depends on the definition of land in section 1 of the Real Property Limitation Act, 1833, and there it is extended to include, not only land regarded as a physical object, but also any estate or interest in land, and with this definition before them, the courts have not unnaturally treated a right to share in the proceeds of sale of land as giving an interest in land, and as being within the limitation applicable to land. A decision to this effect was given in *Bowyer v. Woodman* (L. R. 3 Eq. 313), and WARRINGTON, J., has taken the same view in *Re Fox, Brooke v. Martin* (Weekly Notes, 1913, p. 160). There a person who was entitled in remainder to a share of the proceeds of land devised in trust for sale mortgaged his share in 1886. The tenant for life died in 1888. No payments were made to the mortgagees after 1900. The land was sold in 1911, and the trustees had now in hand a sum of £185, representing the mortgagor's share. But since this was to be treated as land, the statutory period had extinguished the mortgagees' title, and the money belonged to the mortgagor, or rather to his trustee in bankruptcy.

The Boundaries of a Horizontal Parcel.

IT IS familiar law that a freeholder's estate extends *usque ad coelum, usque ad inferos*, and he may sever it by grant, settlement or demise either into vertical or into horizontal parcels. But points which have not yet been definitely decided in any reported case, simple enough though the solution may seem on grounds of principle, are constantly arising even in real property law; and, therefore, in *Hopie Brothers v. Cowan* (ante, p. 599), Mr. Justice JOYCE found himself under the necessity, only the other day, of pronouncing upon a disputed claim as to the boundaries of a horizontal parcel. The owner of a building, of which the ground floor was a shop, let out the second floor upon demise; there were the usual covenants that the tenant was to do the inside and the landlord the outside repairs. The tenant fixed up on his outer front wall, just over the shop, window boxes for flowers which were alleged to collect water and cause it to drip. The landlord claimed that this constituted a trespass, on the ground that the outer wall remained in his own possession; it did not pass to the tenant under the demise; and that in any event the dripping water amounted to a nuisance. The first point was the real one at issue; it raises the question whether in a horizontal demise the whole building passes or merely the inner walls, &c. At first sight this seems to be covered by the decision of BYRNE, J., that the demise of a flat includes the outer walls so far as solely appropriated to the rooms let: *Carlisle Café Co. v. Muse* (67 L. J. Ch. 53). Indeed, the doctrine is merely an application of the principle that the demise of premises passes everything obviously necessary for their enjoyment: *Tyne Boiler Works Co. v. Longbenton* (18 Q. B. D. 81, per Lord ESHER). The usual illustrations are derived from the law of easements, but the doctrine need not be confined to that class of rights; for instance, it includes fixtures: *Colegrave v. Dias Santos* (2 B. & C. 76). But this principle, and the decision of Mr. Justice BYRNE, do not quite conclude the matter; since it is possible to argue that, in the case of a series of floors, an intermediate one of which is let—as was here the case—the outer walls are equally necessary to the premises on the next floor above which are excluded from the demise. The answer, however, is that a right of support is all that is necessary to the superior floors, so that there is really nothing to counter the presumption that the outer walls pass under the demise. This was the view taken by Mr. Justice JOYCE; and, indeed, any other view would seem to evade the effect given to conveyances by the Conveyancing Act, 1881, s. 6 (1) and (2).

The Possession of Title Deeds and Priority of Mortgages.

THE RECENT decision of JOYCE, J., in *Grierson v. National Provincial Bank of England* (ante, p. 517) raises in a new form the question of the effect of the possession of title deeds in determining the priority of mortgages. It is familiar law that a legal mortgagee, on taking his mortgage, is bound to inquire for

the title deeds, and if he omits to do so, or if he does not get a sufficient reason for their absence, he is postponed, notwithstanding his legal estate, to a prior equitable incumbrancer, in whose possession they then are (*Hewitt v. Loosmore*, 9 Hare, 449), and also to a subsequent incumbrancer who inquires for them and gets them (*Walker v. Linom*, 1907, 2 Ch. 104). This is the law when the legal mortgagee omits to get in the deeds. Where he has once got them, and afterwards parts with or loses possession of them, and a subsequent incumbrancer lends his money upon them, the position is different. The legal mortgagee is not now postponed on the ground of negligence: he is only postponed where he has been guilty of fraud (*Northern Counties of England Fire Insurance Co. v. Whipp*, 26 Ch. D. 482), or where he has returned them to the mortgagor for the purpose of raising a loan, notwithstanding the authorized amount is exceeded—a result which may be put on the ground of estoppel (*Brocklesby v. Temperance Building Society*, 1895, A. C. 173). In the recent case before JOYCE, J., the legal mortgagee never had the deeds, but he was not chargeable with negligence at the date of his mortgage, for they were then in the hands of equitable mortgagees, and the legal mortgagee took expressly subject to their charge. Subsequently the mortgagor paid off the equitable charge, and took over the deeds, and he obtained a fresh advance from the defendant bank. It was urged that there was negligence on the part of the mortgagee in not giving notice of his mortgage to the original first incumbrancer and not getting in the deeds when the first charge was paid off, and that he was thereby postponed to the bank. But a mortgagee, so the learned judge held, is under no duty to give notice of his mortgage to a prior incumbrancer, however expedient it may, in general, be to do so; and the result was that, by the payment off of the original equitable charge, the legal mortgagee had become the first incumbrancer. In this particular case, therefore, he gained an advantage from not giving notice of his mortgage. Looked at in another way, the case shows that a legal mortgagee, who has a good reason for not getting in the deeds at first, is not bound to be on the look-out to get them in at the earliest possible moment. If the prior equitable charge is paid off, the charge is extinguished, and this ensures to the benefit of the legal mortgagee, notwithstanding that the deeds go at once to another incumbrancer. The circumstances and the decision provide an interesting variation on the earlier cases.

Warranties and the Adulteration of Milk.

COMPLAINTS ARE often made that the Acts which constitute the existing law on the subject of food adulteration are far from perfect, and these complaints have recently been made with regard to the provision that the defendant in a prosecution will be discharged if he proves that he bought the article in the same state as sold and with a warranty. In a recent case in the Marylebone Police Court the magistrate dismissed two summonses brought by the Hampstead Borough Council under the Food and Drugs Acts, for the sale of adulterated milk, on the ground that the dairymen summoned had produced a written warranty in respect of the milk sold, and had proved that they had sold the milk as they had received it. The magistrate, however, took occasion to observe that these warranties rendered the Act nugatory. This observation might have been fortified by a reference to section 27 of the Sale of Food and Drugs Act, 1875, which contained a provision that every person who should give a false warranty in respect of an article of food or a drug, sold by him as principal or agent, should be guilty of an offence under the Act, and be liable to a penalty of £20. But this provision was repealed by section 20 of the Act of 1899, and under the present law the penalty for giving a false warranty may be avoided by the defendant, if he proves to the satisfaction of the court that when he gave the warranty he had reason to believe that the statements or descriptions contained therein were true. The burden is therefore upon the prosecution to disprove the *bona fides* of the person giving the warranty, a difficulty which is often increased by the time which has elapsed since the date of the warranty. When it is remembered that milk is not only a most important article of food, but is the one most frequently

subject to adulteration, and that the detection of this adulteration, unless by means of chemical analysis, is a very difficult matter, it may well be thought that the observations of the magistrate are worthy of the attention of the Legislature.

Mr. Robert Ellett.

THE news of Mr. ROBERT ELLETT'S sudden death has been received with widespread regret. By common consent he ranked as one of the ablest of the solicitors' branch of the profession, and the most zealous in the service of his fellow members. We shall, perhaps, be doing no injustice to those who remain, and we think we shall express the general feeling, if we say that his high character, his professional knowledge, and his business ability had placed him in a position of special eminence, and that he had become the leading member of the Council of the Law Society. This rank he had attained, notwithstanding that he was a country solicitor practising in Gloucestershire, and that his attention to the affairs of the society required special expenditure of time and labour. A provincial solicitor, however eminent, may well be excused if he prefers to leave the chief burden of affairs to those who are in the metropolis. But Mr. ELLETT saw the opportunity of doing sound and lasting work by his own personal energy and devotion, and he did not fail to take advantage of it.

Mr. ELLETT served his articles in London, in the same office as the late Mr. PEACOCK, and this was the beginning of a life-long business connection and friendship between himself and the members of the firm of Messrs. PEACOCK & GODDARD. He was admitted in 1859, and went at once to Cirencester. At first he was associated with Mr. BEVIR, who held the office of clerk to the magistrates. Subsequently he succeeded to this office, and entered into partnership with Mr. JOHN MULLINGS, and the business of MULLINGS, ELLETT & Co. has been carried on ever since, with Mr. MULLINGS as the senior partner. Only a few months ago the fact of Mr. ELLETT'S completion of fifty years of public service was referred to in the magistrates' court by Mr. C. BOWLY, the chairman of the bench, in appreciative terms. Latterly, he held the clerkship to the magistrates jointly with his son, Mr. R. W. ELLETT, and he was also registrar of the county court, clerk to the Commissioners of Taxes and to the Urban District Council. But his official duties did not prevent him from devoting attention to his private practice, and he shewed a wonderful familiarity with, and mastery over, the varied matters which came before him. He was active in the formation of the Gloucestershire Chamber of Agriculture, and was intimately associated in the work of the chamber with Sir MICHAEL HICKS BEACH, now Lord ST. ALDWYN. Outside his professional and business life he occupied a prominent position in local matters. In politics he was a Conservative, and in religion a member of the Church of England, and in both directions he gave zealous and efficient service.

But while his chief work through a long professional life mainly lay in his country practice, and in the local matters with which he was associated, his career is important to the profession for the active interest which he took in its affairs. He became a member of the Council of the Law Society in 1882, and in 1900 he was president of the society. The address of the president for the year, at the annual provincial meeting, is usually the occasion for an able review of legal matters, current and prospective, and Mr. ELLETT'S address delivered at the Weymouth meeting was pre-eminent in this respect. It testified to his wide grasp of questions then awaiting solution, and also to his appreciation of the functions and duties of solicitors. His practical acquaintance with county courts, and with the needs of the provinces, made him a consistent supporter of the extension of county court jurisdiction. He recognized that the court was a small debt court and must continue to fulfil this purpose; but he recognized also that Parliament had already indicated a wider scope for it in the important and multifarious duties which by successive statutes had been imposed upon it. The "small debt" argument had, in fact, ceased to apply to a court which was entrusted with wide

jurisdiction in bankruptcy and workmen's compensation. The proposal for extension of the ordinary common law jurisdiction to £100, which was before the society in 1900, was realized in the County Courts Act, 1903. It is unfortunate that his support will no longer be available for the further proposals which were advocated by Lord LOREBURN, and which have for several years been before Parliament.

Of the conveyancing measures which the Law Society were promoting at the time of Mr. ELLETT'S presidency, and in which he was keenly interested, two, namely, the Conveyancing Bill and the Married Women's Property Bill, have reached the statute book in the Conveyancing Act, 1911, and the Married Women's Property Act, 1907; the third—the Settled Land Bill—has not had the same success; and the difficulties as to compound settlements and otherwise, which the Settled Land Acts have caused, still remain a source of trouble and expense. Mr. ELLETT summed up in his address the true aim of the law reformer and the true interest of the lawyer. "To simplify title and facilitate transfers is the object of all such legislation; and although we may sweep away technicalities which have been productive of costs, I have no doubt that in the long run the interests of the profession and the public are identical. The more simple titles are, and the more inexpensive the process of transfer, the more business there will be." As regards the profession generally, Mr. ELLETT had a high ideal of the position which it should assume. Discipline and disciplinary jurisdiction there must be, and in the exercise of this jurisdiction he desired that greater power should be vested in the profession itself, so that the Discipline Committee could themselves pass sentence instead of simply reporting to the court. This is a change which in all probability will be effected this year by the Solicitors Bill now before Parliament. But in Mr. ELLETT'S view the aims and aspirations of the members of the Law Society should be much higher than the standard of integrity which disciplinary measures contemplate. The function of a solicitor is to earn to the full the confidence of the client, and Mr. ELLETT insisted that this high standard on the part of solicitors ought to be met by adequate recognition and treatment on the part of Parliament and the public.

We have referred at some length to Mr. ELLETT'S Weymouth address, for on an occasion like that a man gives expression to the ideas and objects which have been animating his career. The career itself does not consist of striking events. It is eminently useful, but the energy of business life expends itself in a thousand matters, all of them calling for skill, intelligence and caution, many of them only made possible by good temper, courtesy and tact, but none of them of separate and permanent interest. An occasion came, however, in 1910, when Mr. ELLETT was put forward as the worthy spokesman of the profession; it was the well-known incident of Mr. LLOYD GEORGE'S attack. We are not concerned now with the attack itself. That occurred in the course of a discussion in the House of Commons on the Finance Bill, and was probably due to a fit of irritation such as may overtake any statesman of ardent temperament who has a heavy task in hand. But the allegation was that the Law Society had consistently opposed every measure of reform, whether for the establishment of a public trustee or for the registration of title or otherwise, which would have the effect of reducing solicitors' charges. This attack Mr. ELLETT met and conclusively answered at the annual general meeting of the Law Society held a month later. On the particular matters specified by Mr. LLOYD GEORGE, he had no difficulty in shewing that there was honest difference of opinion, quite sufficient to justify professional opposition. In fact, as regards registration of title, the opposition has been justified by the report of the Royal Commission. But the feature of Mr. ELLETT'S speech was his proof that the leading law reforms of recent years have sprung from, or have been advocated by, the Law Society. "The record of the Law Society with reference to law reform," he said, "was a good record. It had been recognized by statesmen, by judges, by the bar, and by the press. It was written on the statute book." And he supported this in detail by reference to the Conveyancing Statutes of 1881-82, by the Judicature Acts, by the County Court Acts,

and other measures. The whole speech was a dignified rebuke to an unmerited and unjust attack, and was a worthy vindication of the honour of the profession. The spirit which breathed through it was typical of Mr. ELLETT'S high character and transparent sincerity, and his loss will not be easily repaired.

Tortious Breach of Contract.

AMONG some half-dozen branches of law which still remain very obscure must be classed the principles which govern what are commonly known as "Torts arising out of a contract." There are three somewhat different cases in which a tort and a contract may be interwoven together so as to give certain persons an alternative remedy against the wrongdoer. The first of these cases is simple, and presents no difficulty either in theory or in practice; it arises whenever the same act is both a tort and a breach of contract. Thus, if A is bailee of a chattel which belongs to B, and converts it to his own use, he is guilty both of a tort (*detinue* or *trover*, according to circumstances) and of a breach of contract—his contractual duties towards B arising out of the contract of bailment. Indeed, in certain cases, he might also be guilty of a crime and of a breach of trust—so that four legal remedies against him would rest with B. The practical importance of the alternatives open to B would arise if B died after the wrongful act and before writ issued; then the tort, but not the breach of contract, would be barred by the maxim *actio personalis moritur cum persona*. It will be noted that in this class of cases the parties who can avail themselves of the tort are not a more numerous class than those who can avail themselves of the breach of contract; in each case the remedy is confined to the bailor or his representatives. In the first mode of action he sues because he has a right of property, his legal interest in the chattel, which has been infringed; in the second mode, because he has the benefit of a contract with the infringer.

There is a second class of cases in which the same physical act amounts both to a tort and to a breach of contract; but in this second class the remedy in tort is available to new parties in addition to those who can claim in contract. Thus, if a railway company accepts as passengers a master and his servant, the master taking both tickets and alone contracting with the company, then both master and servant can sue if they are injured during transit by the negligence of the company's servants: *Marshall v. York, &c., Railway Co.* (21 L. J., C. P. 34). The railway is liable for its negligence; in contract to the master only, but in tort to both master and servant. The same principle applies where a surgeon operates on a child at the parent's request, and as the parent's contractor, so as to make the latter liable for his fee; if the child is injured by his negligence, then the parent can recover for breach of contract any expense to which he has been put, while the child can recover in tort for the surgeon's performance of a dangerous act in an unskillful way: *Pippin v. Sheppard* (11 Price, 400). Just in the same way, where a dangerous gun or a poisonous hair-wash is supplied by a dealer in such things (who warrants it harmless), a member of the purchaser's family who uses either and is injured thereby can recover in tort, because the sale of such articles is a fraud, and any person injured thereby has an action of deceit against the person who worked the fraud: *Langridge v. Levy* (4 M. & W. 338); *George v. Skevington* (L. R. 5 Ex. 1).

Now, in each one of the three cases we have dealt with in the last paragraph, there is a common element which gives the injured party, although a stranger to the contract, his right to recover. That element is the existence of a common law duty towards the world at large, or a class including the person injured, independently of any contract. Thus, the railway company owes a duty to exercise care towards all whom it invites, or even permits, to enter its carriages—whether they have tickets or not (*Longmeid v. Holliday*, 6 Ex. 767); breach of this is misfeasance (*ibid.*, per PARKE, B.). A surgeon owes the duty to exercise proper skill to every patient, whether he receives payment or not from that patient or from anybody. The seller of dangerous articles is guilty of a tort which has been variously described as a public nuisance or as a fraud. It is this independent duty

towards a class of whom the stranger injured is one, which in such cases as these gives rise to the right of action. When no such independent duty exists, a claim will not lie.

Three leading cases—in which, although the facts bear a superficial resemblance to the three we have just discussed, it has been held that a stranger to the contract has no remedy—are worth a moment's examination. In *Dickson v. Reuter's Telegram Co.* (1877, 3 C. P. D. 1), the wrongful transmission of a telegram afterwards published in the press led a third party astray and caused him damage. But he could not recover because (1) he had no contractual relationship with the defendants, and (2) they owed no duty to transmit messages carefully to the public at large, or to any limited class as distinct from their contractee. Again, in *Earl v. Lubbock* (1905, 1 K. B. 253), a wheelwright mended a wheel so badly that it came off the vehicle, a public coach to which it was attached, and a passenger was injured. He had no remedy in contract against the wheelwright; the latter's contract was with the owners of the coach. Nor had he a remedy in tort against the wheelwright for his negligence, because the repairer owed no duty to the public at large to do his work carefully. Of course, it would have been otherwise had the wheel been a dangerous thing, or had any element of fraud entered in; then *Levy v. Langridge* (*supra*) would have applied. Lastly, in *Cavalier v. Pope* (1906, A. C. 428), where a landlord had broken his contractual duty to repair, with the result that the tenant's wife had suffered injuries, it was held that she could not recover. There was no privity of contract between the landlord and herself; and he owed no duty to the public at large or towards invitees using the premises, to make them safe; that duty rests on the occupier, not the owner. In all these three cases, then, it will be seen, the absence of any common law duty apart from the contract exonerates the contractor, who has been guilty of breach, from liability to anyone except his contractee.

Now, if the law rested there, all would be reasonably simple. Provided there is a duty not confined to the party to the contract, the existence of a contract would not affect the matter at all, and when a stranger claims, it could be disregarded altogether. But, fortunately for the victims of misfeasance, unfortunately for the simplicity of legal rules, there is a third class of cases in which a vaguer, but well-settled, principle of a different kind has been applied. This class consists of cases in which a breach of contract amounting to malfeasance (as distinct from misfeasance and nonfeasance) gives a remedy in tort to a person injured by the malfeasance, even although, apart from contract, no duty towards him exists. Such instances of malfeasance, turning breach of contract into a tort, are known as tortious breaches of contract, or torts arising out of a contract. The classical cases are the dishonouring of a customer's cheque by his banker (*Marzetti v. Williams*, 1830, 1 B. & Ad. 415); the breach of a warranty in a contract of sale (*Weall v. King* 1810, 12 East, 452); and the breach of a contract of indemnity (*Burnell v. Lynch*, 1826, 5 B. & C. 589). In all these cases, as in the first class we mentioned, only the person having privity can recover; but the practical advantage of his action in tort is that he can recover thereby damages much too remote to be given for breach of contract; e.g., where a cheque is innocently dishonoured, the damages in contract are merely the sum named in the cheque, whereas in tort they extend to all the injuries done to the plaintiff's reputation and credit. The limits of this doctrine as to the tortiousness of a malfeasance in the performance of a contract are obscure; it is generally agreed by text-book writers that Lord CAMPBELL stated the principle much too widely in *Brown v. Boorman* (1844, 11 Cl. & F. 1)—the *locus classicus* on the principle. "Wherever there is a contract," he said, "and something to be done in the course of the employment which is the subject of that contract, if there is a breach of duty in the course of that employment, the plaintiff may either recover in tort or in contract." The "breach of duty" named in this passage must mean something more than the breach of a positive contractual duty; it means the commission of some improper act, as opposed to the mere omission of some obligation imposed by the contract. The whole doctrine as to the distinction between malfeasance, misfeasance, and nonfeasance, with which this question is bound up, is one of the most interesting points in the historical development of the common law; but since the abolition of the old

strict forms of action by the Judicature Act, 1873, it has ceased to be of much practical importance. Since the plaintiff is no longer bound to set out a count saying that he claims in tort or contract, as the case may be, the practitioner is not usually compelled to consider which of the two alternative grounds is the real basis of his claim.

Some of the questions we have been considering were discussed in the recent case of *White v. Steadman & Sons* (1913, W. N. 172), which came before LUSH, J., a week ago (May 26th). A husband hired a carriage; his wife and he were thrown out and injured during a journey in it, through the restiveness of the horse; the jury found (1) that the carriage-owners' servant, the driver, had not been guilty of negligence, but (2) that the horse was unsafe when the carriage was let, and that this fact should, with proper care, have been known to the owner. Now, had the driver been guilty of negligence, both husband and wife could have recovered in tort against the owners, by reason of the doctrine of *Respondent superior*. But, there being no negligence of the driver, a difficulty arose as to the wife's right to recover. The husband, of course, could recover for breach of contract. In order to recover in tort, the wife had to shew an independent duty owed to her on the part of the carriage-owners apart altogether from the contract. In other words, she had to bring her case within the class of which *Levy v. Langridge* (*supra*) is typical, and not the class of which *Cavalier v. Pope* is the most familiar example. Mr. Justice LUSH found two alternative ways in which she could shew the existence of this duty. First, the horse was vicious, to the knowledge of the owners; such a horse is a dangerous animal, and the owner is liable for its misdeeds: *Cox v. Burbidge* (1863, 13 C. B., N.S. 430). Secondly, a carrier who invites passengers or permits them to enter his vehicle is under a duty to see that it is as safe as care and skill can make it; the providing of a dangerous horse was a breach of that duty, which is quite independent of contract: *Elliott v. Hall* (1885, 15 Q. B. D. 315). He thus contrived to avoid such an awkward result as that which followed in *Cavalier v. Pope* (*supra*).

Reviews.

Books of the Week.

Statutes.—Chitty's Statutes of Practical Utility, arranged in Alphabetical and Chronological Order, with Notes and Indexes. Sixth Edition. By W. H. AGAS, M.A., LL.M., Barrister-at-Law. Volume XV.: "Time" to "Working Classes." Sweet & Maxwell; (Limited); Stevens & Sons (Limited). 21s. net.

Commercial Law.—The Commercial Laws of the World. Volume XX.: North and N.W. Europe; Denmark and Scandinavia. British Edition. Consulting Editor, The Hon. Sir THOMAS EDWARD SCRUTTON, Judge of the King's Bench Division of the High Court of Justice. General Editor, WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited). 42s. net.

Criminal Law.—Criminal Appeal Cases. Reports of Cases in the Court of Criminal Appeal, April 28, 1913, and Subject Index, Table of Cases, and Statutes Cited. Edited by HERMAN COHEN, Barrister-at-Law. Volume VIII., Part 9. Stevens & Haynes. 5s. net.

Correspondence.

A New Departure in Lunacy Practice.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—You are no doubt aware that where the income of a lunatic's property is insufficient to maintain him, it has hitherto been the practice to order payment of such income to the committee, or receiver, as and when the same accrues due, and to raise the deficit out of capital on certain periodical occasions. Now, however, a new plan is to be tried in one of the Divisions of the Lunacy Office; it is proposed to raise and pay a whole year's allowance in advance. I, of course, refer to cases in which there is a fund in court.

This plan undoubtedly has its advantages, for the committee, or receiver, will not be troubled to receive the periodical dividends out of court; and as provision will be made for the yearly allowance being raised by the paymaster and remitted to the payee without the inter-

vention of a solicitor, some expense will be saved. But unless a man has been brought up in Utopia, or he is so cut off from his fellows that he has lost all touch with the realities of life, it is apparent that the drawbacks far outweigh the advantages. Many committees and receivers are very small people—too small to have a banking account—and if a whole year's allowance comes in in a lump, one feels sure that they will be tempted beyond their strength. The greater part of the money, be it remembered, will not be wanted for months and months; and who can doubt that in many cases the payee will make use of it, with the result that it will disappear?

This is hard upon the payees, but it is still harder upon their sureties. No doubt the Fidelity Companies will have something to say about it. Let me remind them that in many cases the maintenance allowance is greater than the amount of the security. This, of course, makes their risk the greater, for the more a man receives, the more opportunity he has of stealing up to the amount of the bond.

CHRISTIAN TEARLE.

June 2.

Finance Act, 1912, s. 2.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to your "Current Topic" on pages 332-3 of your present volume, we should be much obliged if you would kindly inform us whether there has yet been any judicial pronouncement on the two questions referred to by you at the end of such "Current Topic" as being left undecided by the case of *Norris v. Lock*.

It would also be of interest to us to know whether the term "grantor," as used in the section, includes a mortgagee in possession from the original grantor of a lease, the property mortgaged being the freehold interest subject to a lease which had been granted some years previously, the original lessee having previously to the mortgage subleased to the predecessors of the present licence-holder.

"SUBSCRIBERS."

[The Current Topic at p. 332 should be read in connection with that at p. 352, and with the corrected figures given at p. 356. We are not aware that there has been any further judicial pronouncement on the questions referred to. We have no doubt that "grantor" includes successors in title of the original grantor of the lease, and would include, therefore, a mortgagee in possession. He takes the rents, and, if deduction could be made against the grantor, it could be made against him. But in the case put by our correspondents, we gather that there is an intermediate lessor interposed between the mortgagee in possession and the present occupying tenant, the licence-holder, and we retain the doubt which we have already expressed (p. 141, *ante*) whether a part of the increase in the licence duty can be thrown back by the immediate landlord on to the superior landlord; i.e., on to the mortgagee.—ED. S.J.]

Mortgages by Demise.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—As no one has answered Mr. T. W. Smith's letter of May 19th, in which he refers to the "useful" section 15 of Lord Cranworth's Act, I may mention, perhaps, that the case of *Solomon v. Meagher* (40 Ch. D. 508) dealt with the subject.

The remarkable provision in Lord Cranworth's Act enabled an equitable mortgagee to sell the whole interest of his mortgagor in the reversion in fee simple—a power which the Conveyancing Act of 1881 very properly curtailed.

Perhaps the latter Act might have been more usefully extended to the acquisition of the legal estate in a derivative term of years, and thus have rendered unnecessary the various methods adopted or suggested for acquiring the legal estate in the nominal reversion.

June 4.

DENHAM WESTMACOTT.

CASES OF THE WEEK.

Court of Appeal.

CONSOLIDATED LONDON PROPERTIES (LIM.) v. ST. MARYLEBONE ASSESSMENT COMMITTEE. No. 2. 22nd and 23rd May.

RATES.—VALUATION.—METROPOLIS.—SCALE OF MAXIMUM DEDUCTIONS FROM GROSS VALUE.—BLOCKS OF BUILDINGS LET OUT IN SEPARATE TENEMENTS SEPARATELY RATED.—VALUATION (METROPOLIS) ACT, 1869 (32 & 33 VICT., c. 67), s. 52, SCHEDULE III.

Schedule III. of the Valuation (Metropolis) Act, 1869, sets out the various classes into which hereditaments entered in the valuation list under the Act are to be divided for the purpose of arriving at the maximum rate of deductions set out in the second column from the gross value for the purpose of ascertaining the rateable value. The footnote states: "The maximum rate of deductions prescribed in this schedule shall not apply to houses or buildings let out in separate ten-

ments, but the rate of deductions in such cases shall be determined as in classes 9, 10, and 11.

Held, in the case of a block of buildings divided into flats, in respect of which each tenant was entered in the valuation list as a rateable occupier, and in every rate the tenant had been rated in respect of the occupation of his flat, and not the owners; that each block was "a house or building let out in separate tenements" within the meaning of the footnote to the Third Schedule, notwithstanding that the flats were separate rateable hereditaments; and that, therefore, in arriving at the rateable from the gross value of the flats the Assessment Committee were not bound by the maximum rate of deductions prescribed by that schedule.

Western v. Kensington Assessment Committee (1907, 2 K. B. 325, 76 L. J. K. B. 790) (affirmed on other grounds in Court of Appeal, 1908, 1 K. B. 811, 77 L. J. K. B. 328) followed.

Appeal by the Assessment Committee against a decision of the Divisional Court (Lord Alverstone, C.J., Channell and Avory, JJ.) (reported 10 L. G. R. 1058). The question was as to the basis on which the rateable value of a block of flats known as "Hyde Park-mansions," in the Marylebone-road, was to be assessed. The flats were situated on each side of each of several common staircases, which, with the lifts, formed the approaches. There was no internal communication between any two of such staircases, but all staircases in each block opened on a courtyard common to the block. Each flat was self-contained, and had its front door opening on to the common staircase. Each tenant was an occupier, having a separate and distinct occupation of his flat, and each tenant was entered in the valuation list as a rateable occupier, and in every rate the tenant had been rated in respect of the occupation of his flat, and not the owners. The owners were not entered as occupiers of the building or flats therein in the valuation list nor in any rate. The above facts were set out in a special case stated by the Court of Quarter Sessions for the county of London upon an appeal against an assessment by the Consolidated London Properties (Limited). They contended that the deductions from the several gross values to arrive at the several rateable values were not limited to the maximum deductions set out in the second column of the Third Schedule, and allowed by the Assessment Committee, but should be determined in each case according to the circumstances and general principles of law, even though the *maxima* were exceeded. The Court of Quarter Sessions decided in favour of the appellants, and the Assessment Committee appealed to the Divisional Court. The Divisional Court held that each block was "a house or building let out in separate tenements" within the meaning of the footnote to the Act of 1869, notwithstanding that the flats were separate rateable hereditaments, and, therefore, in arriving at the rateable from the gross value of the flats the Assessment Committee were not bound by the maximum rate of deductions prescribed in that schedule. They came to that conclusion, being of opinion that they were bound by the decision of the Court of Appeal in *Western v. Kensington Assessment Committee* (1908, 1 K. B. 811, 6 L. G. R. 119, 77 L. J. K. B. 328), and accordingly dismissed the appeal. The Assessment Committee appealed.

VAUGHAN WILLIAMS, L.J., said they were of opinion that they were bound by the decision in *Western v. Kensington Assessment Committee* (*supra*). Mr. Danckwerts, K.C., for the appellants, had contended that it was so doubtful what, in fact, was the decision in that case, that this court could decide the present case without reference to it. He did not take that view. He thought it was an authority which bound them to dismiss this appeal, and, if it was desired to get the decision in *Western's* case overruled, they must take the case higher. In his opinion the court had no alternative but to dismiss this appeal, with the usual consequences.

BUCKLEY and HAMILTON, JJ., concurred in this view. Order accordingly.—COUNSEL, for the appellants, *Danckwerts, K.C., and Courthope-Munroe*; for the respondents, *Ryde, K.C., and Konstant*. SOLICITORS, *Charles Stevens & Drayton; Sharpe, Pritchard, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

BARKER v. LEWIS & PEAT. No. 1. 27th and 28th May.

PRACTICE—COSTS—CERTIFICATE FOR SPECIAL JURY—TIME—"IMMEDIATELY AFTER VERDICT"—JURIES ACT, 1825 (6 GEO. 4, C. 50), SECT. 34.

Upon the trial of an action with a special jury, the application to the judge for a certificate that the case was proper to be so tried must be made immediately—that is, as soon as necessary circumstances will permit, after the verdict. A certificate granted, on the application of one of the parties, three months after verdict, held not to be justified.

Forsdike v. Stone (L. R. 3 C. P. 607) followed.

Decision of Scrutton, J., reversed.

Appeal of the plaintiff from an order of Scrutton, J., raising a question as to the time within which a certificate for a special jury could be given. The action was one brought to recover underwriter's commission, and the verdict was given for the plaintiff upon one issue, and for the defendants upon another. Judgment was given for the plaintiff for a certain sum, each party to pay the costs of the issue on which he had lost, with a set-off, and an account was also directed to be taken, by consent. Upon taxation it was found that the balance of costs was against the plaintiff. At the hearing of a summons to proceed with the account on the 27th of April, some three months after the verdict was given, counsel for the defendants applied for the first time for a certificate for a special jury, which was granted by Scrutton,

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J. No notice of the application was served on the plaintiff's solicitors. By section 34 of the Juries Act, 1825, the person or party who shall apply for a special jury shall pay all the fees and expenses occasioned by the trial of the cause by the same, and shall not have any further or other allowance upon taxation . . . unless the judge before whom the cause is tried shall, immediately after the verdict, certify, under his hand, upon the back of the record, that the same was a cause proper to be tried by a special jury.

KENNEDY, L.J., who said he had been asked by the Master of the Rolls to give judgment first, read section 34 of the Act, and proceeded. In the present case there was an action tried, and the jury found a verdict upon certain issues. It was agreed between the parties that there were certain matters which would have to go to an account, and the substantial issue at the trial was the basis on which those accounts should be taken. The issues were decided by the verdict of the jury, and the matter there stood, no application being made for a certificate by the judge for a special jury. Then some three months afterwards, when the taxation was proceeding, but not completed, for the first time an application was made to the learned judge by the respondents to this appeal for a certificate for a special jury, and the learned judge has so certified, and the question is whether he is entitled to do so. We have been assisted by counsel by the citation of a number of cases, some of which may arguably be put as not quite in accordance with others; but it seems to me there is not such a conflict as is represented between, for example, *Christie v. Richardson* (10 M. & W. 688) and *Leech v. Lumb* (11 Ex. 437). The words naturally mean "immediately"; they say so, and that is the meaning of the language used; but there is no doubt that the word "immediately" may be construed to mean "as immediately as the circumstances permit." There are circumstances which might prevent the judge from giving that certificate literally immediately in sequence of time—i.e., directly after the verdict is pronounced—but where there are no such circumstances I think you may say there is a real adhesion to the rule if as soon as it is reasonable to be done the act is done by the judge. His lordship then referred to the judgment of Willes, J., in *Forsdike v. Stone* (L. R. 3 C. P. 607, 611), (a case where it was held that the certificate was not in time when applied for ten days after verdict), and observing that he was content to adopt what was there said, proceeded: I can conceive one other case, and that is where the application is made to the judge by counsel immediately, but because he may wish to consider some points in the finding, and whether it is a proper case for a special jury, he may reserve his decision thereon until the next day, or two days hence—I am not fixing the particular moment—then I think the judge would be justified in certifying that he has made up his mind at the time mentioned, treating the giving of the certificate as a thing done *nunc pro tunc*. That, at any rate, is a possible case, but taking the general rule it appears to me that, as in *Forsdike v. Stone* (*supra*), there has been no such short interval, nothing caused by circumstances as will justify my brother Scrutton in giving a certificate three months afterwards on the application of one of the parties. That was the view taken comparatively recently by Butt, J., in *Webster v. Appleton* (62 L. T. 704). In *Christie v. Richardson* (*supra*) it appears that the certificate was given on the following morning, and that was held sufficient to satisfy the statute, so that there was the very least delay, and that case is no authority for what one may call an interminable postponement of the certificate.

COZENS-HARDY, M.R., concurred.—COUNSEL, *Cecil Walsh; Roche, K.C., and Morton Smith*. SOLICITORS, *Sweetstone, Stone, Barber, & Ellis; C. J. Smith & Hudson*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

BARNETT v. PORT OF LONDON AUTHORITY. No. 1. 20th May.

PRACTICE—COSTS—WORKMEN'S COMPENSATION APPEAL—SET-OFF OF COSTS OF APPEAL AGAINST COUNTY COURT COSTS—JURISDICTION.

There is no jurisdiction to order a set-off of costs of an appeal from the county court to the Court of Appeal against costs of the hearing or rehearing, when remitted, and the court cannot, after judgment has

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been given, order the costs of an appeal under the Workmen's Compensation Act to be costs in the arbitration, so as to enable the costs to be set off in the county court.

Application to amend the order of the court as to the costs of a workman's compensation case, heard on the 5th of April last (57 SOLICITORS' JOURNAL, 282) by making the costs of the appeal costs in the arbitration. The employers' appeal on the question of amount was successful, and they were awarded costs, which were taxed at £29. The case was remitted to the county court judge to recalculate the compensation payable, and, having awarded more than the employers offered, he gave the applicant the costs of the hearing and rehearing, which amounted to £32. On an application by the employers for a set-off, the county court judge held he had no jurisdiction to order one. Counsel for the employers contended that, having an order of the Court of Appeal to be paid £29, they ought, as a matter of justice, to be allowed to set this off against the £32, and relied on *Re Roper* (45 Ch. D. 126).

COZENS-HARDY, M.R.—I regret that we cannot accede to this application. The case was one which raised an important question of principle under the Workmen's Compensation Act, 1906, as to the "grade" of a casual labourer, and was remitted to the county court judge to recalculate the compensation payable on the footing of the decision of this court. The costs of the two hearings were properly left to the judge to deal with, when the matter came up again. His lordship read the judgment, and proceeded: There is no question of any slip or omission having been made; the order as drawn up gives effect to the decision of the court. On the second hearing of the case the county court judge did what he was perfectly entitled to do. Having awarded more than the employers had offered the workman, he ordered the costs of the hearing to be paid by the employers. On an application made afterwards by the employers to be allowed to set off the costs of the appeal against the costs incurred in the county court, the learned judge held that he had no jurisdiction to make such an order. Now we are asked not to set off the costs, but to make an order that the costs of the appeal should be costs in the arbitration. But we have no jurisdiction to rehear the case, or to alter our decision. I regret this, as the Port Authority may very probably not get the costs to which they are entitled.

KENNEDY, L.J., who observed that there was a great deal of justice in the application, as counsel could not have foreseen what had happened, and

Sir S. EVANS, P., concurred.—COUNSEL, C. B. Marriott; D. Ward. SOLICITORS, Solicitor for Port of London Authority; Walter H. Cowl.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re CRESSWELL, LINEHAM v. CRESSWELL. Eve, J. 29th May.

WILL—CONSTRUCTION—ACCUMULATIONS—DIRECTION TO ACCUMULATE INCOME—ACCUMULATIONS FOR PAYMENT OF DEBTS—RECOUPING CAPITAL—THELLUSON ACT (39 & 40 GEO. 3, c. 29), s. 2.

By his will a testator directed his trustees to pay certain annuities out of the income of his real and personal estate, and during the lives of the annuitants to accumulate the residue of such income, and empowered his trustees to apply such accumulations in payment of mortgage debts. The testator died in 1868, and the last of the annuitants in 1911.

Held, that the power to apply accumulations in the payment of debts was not a provision for payment of debts within section 2 of the Thelluson Act, and that it ceased to operate after the expiry of twenty-one years from the testator's death.

Adjourned sittings asking whether a direction in the testator's will to accumulate income was void, and, if so, what was the destination of any accumulations made after it became void. By his will, dated the 3rd of January, 1867, the testator bequeathed his residuary personal estate, and devised his real estate to trustees upon trust out of the rents and profits of his real estate and the annual income of his residuary personal estate to pay certain annuities therein mentioned, and he directed that, during the lives of the said annuitants and the life of the survivor of them, the trustees should accumulate the residue of the said rents and profits and annual income in the way of compound interest by investing the same, and the resulting income thereof, as therein mentioned; and he further declared that it should be lawful for his trustees, in their absolute discretion, to use all or any part of such accumulations in redemption of the whole or any part of money which at the time of his decease might be owing by him, and secured by mortgage of his real estate, or any part thereof. The testator died on the 26th of October, 1868, the last of the mortgage debts subsisting at the

time of his death was paid off in 1907, and on the 8th of February, 1911, the survivor of the annuitants died.

EVE, J.—The two questions upon which I reserved judgment in this case are:—First, whether the direction contained in the testator's will to accumulate the surplus rents and profits and annual income of his residuary, real, and personal estate respectively is void, and, if so, to what extent; and, secondly, if such direction is to any extent void, what is the proper destination of any accumulations made thereunder after it became void. By his will, dated the 3rd of January, 1867, the testator bequeathed his residuary personal estate and devised his real estate to trustees upon trust out of the rents and profits of his real estate, and the interest, dividends, and annual income of his residuary personal estate to pay certain annuities therein mentioned, and he declared and directed that during the lives of the said several annuitants and the life of the survivor of them the trustees should accumulate the residue of the said rents and profits and annual income in the way of compound interest by investing the same, and the resulting income thereof, as therein mentioned; and he further declared that it should be lawful for his trustees, in their absolute discretion, to resort to and use all or any part of such accumulations in redemption of the whole or any part or parts of the sum or sums of money which at the time of his decease might be owing by him, and secured by mortgage of his said real estate, or any part thereof. The testator died on the 26th of October, 1868, the last of the mortgage debts subsisting at the time of his death was paid off in 1907, and on the 8th of February, 1911, the survivor of the annuitants died. It is conceded that the direction to accumulate was inoperative after the 26th of October, 1889, twenty-one years from the date of the testator's death, unless the power given to the trustees to apply the accumulations in payment of mortgage debts brings the case within section 2 of the Thelluson Act, which provides that "nothing in this Act contained shall extend to any provision for payment of debts of any grantor, settlor, or deviser, or other person or persons." In this connection it is material to note that there were no accumulations of surplus rents or income during the period of twenty-one years from the testator's death, or, indeed, until the year 1898, thirty years after his death, and that none of the mortgage debts, the last of which, as already stated, was paid off in 1907, were paid out of the accumulations made subsequent to 1898. It comes, therefore, to this, that those who assert that the accumulation was rightly continued after the expiry of the twenty-one years claim to have the sum accumulated since 1898 applied in recouping capital, and invite me to treat the testator's direction as to the application of the accumulations in payment of debts as a provision for accumulating income to recoup capital applied in payment of debts. I cannot so treat it. At most it is only a power to apply accumulations in payment of debts, and is not, in my opinion, a provision for payment of debts within section 2 of the Thelluson Act at all. Nor would it be so, even if it were in terms a direction to accumulate income to recoup capital (see *Tewart v. Lawson*, L. R. 13 Eq. 490; *Re Green*, 40 Ch. D. 610; and *Re Heathcote*, 1904, 1 Ch. 286). I hold, therefore, that the direction to accumulate ceased to operate at the expiry of twenty-one years from the death of the testator. Further, on the construction of the testator's will, I think it is clear that the accumulations were undisposed of, and that so much of them as represent rents and profits of real estate belongs to the heir-at-law and the balance to the next-of-kin.—COUNSEL, *Timins; Whitney; Dighton Pollock; D. D. Jones, H. P. Chapman. SOLICITORS, Ridsdale & Son, for Nicholson & Co., Wath-upon-Dearne; Doyle, Devonshire, & Co., for J. W. & A. E. Hattersley, Mexborough; Sharpe, Pritchard, & Co., for James Gray & Son, Barnsley; Torr & Co., for Drushfield & Hodgkinson, Penistone.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Re MUDGE'S SETTLED ESTATE, MURRAY v. DIXON.

Neville, J. 2nd May.

SETTLEMENT—WILL—AFTER-ACQUIRED PROPERTY—DEVISE TO NEXT OF KIN OF LIFE TENANT—PRESUMPTION AS TO WHO IS NEXT-OF-KIN—INTEREST IN EXPECTANCY—SPES SUCCESSIONIS.

A covenant in a marriage settlement to settle "any estate or interest whatsoever in possession, reversion, remainder or expectancy" was held to catch a fund which was settled by a will on another with a gift over, if that other died without issue, to her next-of-kin, because the covenantor had not merely a spes successionis to this fund, but an actual interest in expectancy as one of the presumptive next-of-kin of that other.

This was a petition by Jane Martin, the daughter of Mary Mudge, for payment out, to herself, of a fund in court standing in the name of her sister, Williamina Mudge, who died in December, 1912, without issue, leaving Jane Martin her sole next-of-kin. The petition was opposed by the trustees of Jane Martin's marriage settlement, who claimed that the fund was caught by the covenant in the settlement to settle after-acquired property. Mary Mudge, widow, died in 1864, and, by her will, gave the residue of her estate to her four daughters and her son equally, and directed that the share of her daughter Williamina should be for her separate use, the income to be paid to her for life, and after her decease her share to go to her children at

9th and 10th of JULY at CHIPPENHAM.

DUKE OF BEAUFORT'S HUNT and V.W.H.

DAUNTSEY DAIRY FARMS,

lying in the Vale of North Wilts, and stretching from Bradenstoke to Little Somerford and Brinkworth, including the WHOLE VILLAGE OF DAUNTSEY and greater part of CHRISTIAN MALFORD.

IN NUMEROUS LOTS, varying from 60 to 400 acres, being the Agricultural Portion of the

Famous DAUNTSEY ESTATE of

5,200 ACRES.

and including such well-known Grasslands as DODFORD FARM, CHRISTIAN MALFORD, with superior House, several Cottages, ample Buildings, and nearly 400 ACRES of RICHEST LAND IN WILTS, with two miles of frontage to the River Avon.

To mention only one or two other equally GOOD FARMS is to name—

Farm.	Acres (about).
Crows	220
Great Smithcot	195
Unlon	156
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Swallett	177

On every farm are adequate cottages, while many of the houses are old-fashioned, picturesque residences.

SUITABLE FOR HUNTING RESIDENCES.

The whole 5,000 acres is nearly all grass of well-known feeding quality,

and any gentleman wishing to retain the residence and a few well-timbered lands round could readily let off the remaining meadows if desired. THERE ARE ALSO IN NUMEROUS LOTS picturesque stone and half-timbered cottages, with an acre or two of old gardens, suitable for

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EARLY POSSESSION IN ALL CASES.

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twenty-one or marriage as she should appoint, and if she should die without issue (which happened) "her share to go to her next-of-kin as if she had not been married." In 1866, Jane, one of the daughters, married R. Martin, and their marriage settlement contained a covenant that "if the said Jane Mudge now is" seized or possessed of or entitled to any real or personal property of the value of £50 or upwards "for any estate or interest whatsoever in possession, reversion, remainder or expectancy," the same should be conveyed to the trustees for the time being of the settlement. In 1865, Williamina married, and survived her husband, and also her sisters and brother (except Jane Martin), and died in December, 1912, without issue, leaving her sister Jane Martin her sole next-of-kin. Part of Williamina's share was represented by a sum of India Stock in court, which it was sought by this petition to take out. Counsel for the petitioner contended that in this case the petitioner had nothing more than a *spes successionis*, and it had been laid down that where a wife has a mere *spes successionis*, even though it is coupled with an indemnity by the husband in damages if the *spes* is disappointed, such *spes* when it materialised would not be an estate or interest in personal property coming to her during the coverture within the meaning of the usual covenant in a marriage settlement for the settlement of a wife's after-acquired property. He relied on *Re Simpson* (1904, 1 Ch. 1). He also referred to the recent decision of *Re Green, Green v. Meinal* (55 SOLICITORS' JOURNAL, 552; 1911, 2 Ch. 275), where Warrington, J., held that a *spes successionis* which the brother of a person had during his lifetime to a share of his property as one of his next-of-kin in the event of his dying intestate, was not an "interest in expectancy" which would be protected by section 2 of the Deceased Wife's Sister's Marriage Act, 1907 (7 Ed. 7, c. 47). Counsel for the trustees of the marriage settlement relied on *Paul v. Paul* (1882, 20 Ch. D. 742).

NEVILLE, J., after stating the facts, said: The interest which Jane Martin, at the time of her marriage, had in the share of her sister Williamina under the bequest in her mother's will was not, in my opinion, a mere *spes successionis*, but was an "interest in expectancy," and I accordingly hold that the covenant to settle her after-acquired property, which was a covenant to settle "any estate or interest . . . in expectancy," did catch both the original interest which Jane took in Williamina's settled shares as one of the class of four who would be Williamina's next-of-kin if Williamina died first without issue, and also the accruing interests in expectancy which accrued to Jane as each of the other members of the class of presumptive next-of-kin died. The fund must, therefore, be paid out to the trustees of the settlement. —COUNSEL, J. F. Iselin; A. L. Morris. SOLICITORS, F. Child; Coote & Richards.

[Reprinted by L. M. MAY, Barrister-at-Law.]

Bankruptcy Cases.

Re BUTTEN. Phillimore and Horridge, JJ. 5th May.

BANKRUPTCY—PRINCIPAL AND SURETY—JOINT JUDGMENT DEBTORS—TIME GIVEN TO ONE JUDGMENT DEBTOR—MERCANTILE LAW AMENDMENT ACT, 1856 (19 & 20 VICT., c. 97), s. 5.

Where a creditor has obtained a judgment against a principal debtor and his surety he can enforce the judgment against the surety, in spite of his having, since the judgment, given time to the principal debtor.

Appeal by the debtor from the refusal of the registrar of the County Court of Birmingham to set aside a bankruptcy notice. On the 21st of December, 1910, Victor Wallington obtained judgment against the debtor and one Humpage, upon a bill of exchange drawn by Humpage, accepted by the Barton-on-Sea Land Co. (Limited), and endorsed by Humpage, Charles Wallington, and the debtor. On the 26th of June, 1911, Victor Wallington entered into an agreement in writing with Humpage, whereby Humpage agreed to deposit certain securities, and was given time to meet the judgment. The debtor was acting as solicitor to Humpage, and approved the agreement on his behalf. On the 13th of March, 1913, Victor Wallington issued a bankruptcy notice against the debtor, founded on the judgment of the 21st of December, 1910. The debtor applied to the registrar of the County Court of Birmingham to set aside the notice upon the ground that Humpage, as drawer of the bill, was the principal debtor, and the debtor, as endorsee, only a surety, and that by giving time to the principal debtor, the creditor had released the surety. The registrar refused to set aside the notice, and the debtor appealed from his decision. Counsel for the appellant contended that Humpage and the debtor were in the position of principal and surety, and that by giving time to the principal the surety had been released. He cited *Polack v. Everett* (1 Q. B. B. 669), *Duncan, Fox, & Co. v. North and South Wales Bank* (6 A. C. 1), *Holl v. Cole* (4 A. & E. 577), *Re E. W. A.* (1901, 2 Q. B. 642), and the Mercantile Law Amendment Act, 1856, s. 5, whereby a joint judgment debtor obtains the right to have the judgment assigned to him on paying the judgment creditor. Counsel for the respondent contended that the judgment was a new contract of record, in which the old contract of principal and surety was merged, and that it created a joint and several obligation upon all the judgment creditors to pay the judgment debt.

PHILLIMORE, J.—There is no question here of one judgment debtor being more liable than the other; one is just as much liable as the other. As far as the creditor is concerned, all of them are now equal, the debt having been merged in the judgment: *Jenkins v. Robertson*

(2 Drew 351). That being so, the doctrine that giving time to the principal debtor releases the surety has no application; the judgment of the registrar was right, and the appeal fails.

HORRIDGE, J., concurred.—COUNSEL, *Tindale Davis; Zeffert. Solicitors, Edmund Fitzgerald for E. T. Silvester, Birmingham; Alfred Double & Sons.*

[Reported by P. M. FRANCHÉ, Barrister-at-Law.]

The Judges at the Mansion House.

At a dinner given by the Lord Mayor on the night of the 30th of May, says the *Times*, "to meet His Majesty's judges," the guests at which included M. Labori, the Lord Mayor, in proposing the toast of "His Majesty's Judges," said that what the people had wanted was justice with speed. Therefore, it was with feelings of pleasure and gratification that the citizens had read the debates in Parliament this week. They greatly welcomed the proposals of His Majesty's Government to increase the number of judges, and they cordially congratulated and welcomed Mr. Justice Atkin. His Majesty's judges had justly earned and had secured the confidence and respect of all classes of the community by reason of their able and impartial administration and interpretation of the law.

The Lord Chancellor, who was received with cheers on rising to respond, said that the hospitality of the Mansion House was not traditional, but historical. It did not overlook serious people like judges, and he was glad to learn that in a few weeks the Lord Mayor would mitigate the rigour of that occasion by entertaining the bishops. The connection between the City and the judges had been a close one. When he thought of that long story of the relations between the lawyers and the City of London, of the conflicts over the charter and the liberties of the City, over the battles they fought for their rights—battles in which the judges, without fear and without favour, stood between them and the Executive—a long list of names came before him. In other countries the judge belonged to a profession by itself. With us he was trained at the Bar, in the school of affairs, and often in that most remarkable of all colleges—in which he spent twenty-five years of his own life—the House of Commons. They might say what they liked about the House of Commons; but it remained the finest school of affairs and the greatest representative institution in the world. The greatest piece of good fortune that had come to him in his public life was that he had twenty-five years' training in that great school. The judges had a training and a tradition which he thought brought them in contact with the concrete realities of life in a way which was not easy where the training of the judges was different from what it is here. They learned by their very contact with public affairs to eliminate politics. He sat recently with three colleagues to hear a somewhat unusual and difficult case. It was a question of whether a member of Parliament had forfeited his seat or not. He had for his colleagues two very distinguished members of the opposite political party, and of his own party there was an ex-Chancellor and himself. He could only say that a more perfect tribunal he had never experienced, and he thought they all forgot that there was such a thing as politics in the world, or that there was anything but law to be considered. These were the traditions of the Bench. *Maitre Labori* might be astonished at the fact that he (Lord Haldane) combined the office of president of the judges with that of a Minister of a political party, taking his share in the debates and occupying the position of Speaker in one of the two Houses of Parliament. Yet they combined these two things, and on the whole he thought there were advantages in it. The Lord Mayor had spoken of the two measures which had been before Parliament for the appointment of an additional judge (to whose welcome that night he was glad to listen) and for enlarging the number of judges of the supreme tribunal of the empire; the latter measure had got through its second reading in the House of Commons and would, he hoped, be law soon. How has it come that the Dominions of this Empire permitted their affairs to be adjudicated upon by judges, thousands of miles away, whom they had never seen? The reason was that we did not try to compel them. We said to them, "You have a perfect right to dispose of your own causes in your own way; but if it pleases you to appeal to your King, then your King will provide you with the best tribunal that we can find—a tribunal in which the Dominions will be represented to any extent that you desire—and let that be the supreme tribunal of appeal." So it had come that the Empire had three real links—the Crown itself, defence, and appellate jurisdiction, which remained—and he believed would still remain—so long as it carried out the practice of common sense, and so long as our judges remembered our constitutional traditions.

The Master of the Rolls, in proposing the toast of the profession of the law, said there could not be a strong judge, or a strong court, without a strong Bar, and he became more and more convinced that justice was never properly administered unless they had perfect confidence and mutual respect between the Bench, the Bar, and the solicitors.

The Attorney-General, who was the first to respond, said that the City had ever—at least, as long as there had been judges—honoured the Bar by including it at those gatherings. With regard to the proposals which had been before Parliament, one had already proved

effective in the appointment of Mr. Justice Atkin, while the other had a little more tempestuous crossing to make. The one thing the people of this country had come to realise—in which the public conscience was quickened—was that law to be justice must be speedy and prompt. Nowadays all that people knew was that it was a denial of justice if there was a delay of justice, and consequently they had recognised in Parliament the necessity for the additional judge, and more important still, the appointment of two additional Lords of Appeal. The Lord Chancellor had as much as any human being could bear upon his shoulders, and if with the help which two additional law lords would afford they could lighten his labours by finding sufficient law lords to constitute his court they would have done good work indeed. He was certain that one of the greatest and strongest of the connecting links between the various Dominions of the Empire was the very fact that there was the appeal to the Sovereign in Council. The Dominions turned with confidence to that supreme tribunal, many thousands of miles away as it was, because they knew that justice was impartially and most capably administered in this country. They were proud to receive and delighted to know M. Labori. In the part he had played in the past in the history of the Bar he had shown what courage and tenacity could achieve, and in that he had raised and glorified the profession of the law, not only in his own country, but throughout the whole of the civilised world.

M. Labori, who was received with cheers, thanked the Lord Mayor for the hospitality extended to him and his wife, and said he was touched by the kind references which had been made to him. He was glad that such satisfactory relations existed between the Bench and the Bar in this country.

Mr. Samson (President of the Law Society), who also responded, said he had long maintained that law should be cheaper and speedier. Facilities begat work, and the more judges they had the more cases would there be to be tried and the less they would hear in future of people having recourse to arbitration, a practice which he believed was seldom satisfactory.

Sir Samuel Griffith (Chief Justice of Australia) proposed the health of the Lord Mayor and Lady Mayoress.

Legal News.

Appointments.

Mr. Justice SWINFEN EADY has been appointed to be a Lord Justice of the Court of Appeal in succession to the Right Hon. Sir George Farwell, resigned. The Hon. Sir Charles Swinfen Eady was born in 1851, and was called to the bar at the Inner Temple in 1879, becoming a bencher in 1901. He was appointed a judge of the Chancery Division in the latter year.

Mr. JOHN M. ASTBURY, K.C., has been appointed a judge of the High Court, Chancery Division. Mr. Astbury, who was born in 1860, was educated at Trinity College, Oxford, and was called to the bar by the Middle Temple in 1884, becoming a bencher in 1903. He took silk in 1895. From 1906 to 1910 he sat in the House of Commons as Liberal member for the Southport Division of Lancashire.

Mr. JAMES RICHARD ATKIN, K.C., has been appointed to be a judge of the High Court, King's Bench Division. Mr. Atkin was called to the bar by Gray's Inn in 1891, and went the South Wales and Chester Circuit. In 1906 he took silk, and was elected a bencher of his inn. Both as junior and as leader Mr. Atkin has enjoyed a large practice in the Commercial Court.

Mr. F. RALEIGH BATT, Lecturer in Law at the University College of Wales, Aberystwyth, has been appointed to the Lectureship in Public and Common Law at the University of Sheffield. Mr. Batt, who is a solicitor, is a Clement's Inn, Daniel Reardon, and Clabon prizeman of the Law Society, and has held the position of lecturer at Aberystwyth since 1911.

Changes in Partnerships, &c.

Admission.

Mr. W. H. Champness, of 14, Serjeants'-inn, Fleet-street, E.C., has taken his brother, Mr. BERNARD CHAMPNESS, into partnership. The practice will be carried on at the same address under the style of W. H. Champness & Co.

Dissolution.

JAMES AMBROSE PARSONS and GEORGE FREDERICK CARR, solicitors (J. A. Parsons & Carr), 44, King-street, King's Lynn, in the county of Norfolk. May 29. The business will in the future be carried on by the said James Ambrose Parsons, at the same address.

[Gazette, June 3.

General.

The King has, by letters patent under the Great Seal, granted to the Right Hon. Sir George Farwell, Kt., late one of the Lords Justices of Appeal, an annuity of £3,500.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED,

IS ISSUING A PROSPECTUS INVITING APPLICATIONS FOR

5,000 SHARES OF £1 EACH AT 30s. PER SHARE,

payable as follows:—5/- on application; 12/6 on allotment (including the premium of 10/- per share); and 12/6 one month after allotment. Each of the new shares will rank for dividend in respect of the present year to the extent of one-half of the corresponding dividend paid on each of the now existing shares, and thereafter *pari passu* with them.

The Prospectus states (inter alia) that

The Subscription List will close on Saturday, the 14th day of June, 1913.

CAPITAL - - £40,000,

Divided into 40,000 Shares of £1 each, of which 32,490 have been issued.

Capital paid up { 17,762 shares fully paid } £25,126.
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104-7, Fetter Lane, London, E.C.

GENERAL MANAGER AND SECRETARY.
H. BASIL CAHUSAC.

The Society was incorporated in the year 1888 for the purpose of enabling Solicitors by co-operation among themselves to ensure the highest efficiency in all branches of their Law Stationers' business, and to share in the profits arising from the work. The support given to it from the first by the profession, both in London and the provinces, showed that its objects were appreciated. During the last ten years the increasing business has necessitated the removal of the Works Department to larger premises on two occasions, and the employees of the Society now number about 350.

The business is carried on at the following addresses:—

REGISTERED OFFICES AND WORKS.—Oyes House, 104-7, Fetter Lane, London, E.C.

HEAD STATIONERY DEPARTMENT.—22, Chancery Lane, W.C.

LAW WRITING AND COUNTRY DEPARTMENT.—28-9, Chancery Lane, W.C.

LAW WRITING AND STATIONERY DEPARTMENT.—29, Walbrook, City, E.C.

LAW WRITING AND STATIONERY DEPARTMENT.—49, Bedford Row, W.C.

LAW WRITING AND STATIONERY DEPARTMENT.—49, Victoria Street, S.W.

The Works of the Society are large and well equipped with all modern appliances. The following descriptions of work are executed in its several departments:—Law, Parliamentary and Company Printing of all kinds, Account Book and Letterpress Binding, Plan Mounting, Repair of Libraries, Law and Commercial Lithography, Machine Ruling, Relief Stamping, &c., &c.

The Society undertakes the publication of Law Books and the insertion of Advertisements in the "London Gazette" and other newspapers. Translations are also made from and into any language.

At the Branches there are large and efficient staffs of Law Writers, Typists and Plan Draughtsmen, and most comprehensive stocks of Stationery, Law Forms, Deed Boxes, &c., while the Society's Travellers visit every part of England and Wales two or three times in the course of the year.

In 1908 the Society purchased the 79 years' lease of the Fetter Lane premises for the sum of £8,900, and owns machinery, plant and type valued at £11,688 as at 31st December last. During the period of five years ending on that date, the total expenditure on premises, machinery, plant and type very largely exceeded the amount received on capital account.

The dividends paid in respect of the years 1897 to 1902 were at the rate of 8 per cent. per annum. Since January, 1903, when the last considerable issue of

shares was made, the business has increased, and dividends have been paid at a higher rate, as shown in the following table compiled from the balance-sheets of the Society.

Year.	Turnover.	Profits.	Placed to Reserve.	Carried forward.	Dividends Free of Income Tax.
	£	£	£	£	
1903	43,404	3,191	1,200	988	8 %
1904	49,811	3,061	1,200	1,019	
1905	47,228	3,218	1,200	1,063	
1906	53,844	3,560	1,600	1,914	
1907	61,176	5,411	1,500	1,313	9 %
1908	63,329	4,882	1,000	1,496	
1909	64,960	4,889	1,500	1,614	
1910	73,869	6,774	3,000	2,510	
1911	69,483	5,089	1,000	1,644	10 %
1912	70,050	7,820	2,500	1,989	

The falling off in the profits for the year 1911 was principally caused by the strike in the printing trade. It will be noticed, however, that the dividend was maintained, and £1,000 added to the Reserve Account.

This issue will give further opportunity to Solicitors to take an interest in the Society, which was inaugurated for the advantage of the profession as a whole. The shareholders at present number 578, and the largest amount of paid-up capital held by any one of them is £400. The proceeds will enable the Directors to pay off a loan from the Bankers and provide more working capital for the purposes of the Society's rapidly expanding business. The premium of 10s. per share, less the expense of the issue, will be placed to reserve.

In June last year the Directors introduced to the staff a Profit Sharing Scheme and the Articles of Association were altered by Special Resolution in April last in order to give effect to it. The Scheme provides shortly that if in respect of any year the dividend exceeds 6 per cent. per annum every employee exclusively employed by the Society during the whole of each year is entitled to receive a bonus of 1 per cent. on the total amount (exclusive of expenses) paid to him during such year for every 1 per cent. of dividend paid to the shareholders in excess of 6 per cent. per annum. A bonus of 4 per cent. has therefore been paid to the employees in respect of the year 1912.

The Articles also provide to the effect that under the same circumstances a sum equal to the amount distributed to the shareholders in excess of 6 per cent. is divisible rateably amongst practising Solicitors, whether shareholders or not, whose accounts during such year for business done with the Society (other than the insertion of advertisements and less disbursements) amount to £50. A bonus has consequently under this clause been paid to customers in respect of each of the last ten years.

Shareholders have the privilege of having all goods ordered of the Society sent to them post free or carriage paid to the nearest railway station in England or Wales.

No underwriting commission has been or will be paid in respect of this issue. A copy of the Memorandum and Articles of Association of the Society can be seen at the Offices of the Society or of its Solicitors.

Applications for shares should be made on the form accompanying the Prospectus, and be forwarded, together with the deposit, to the Society's Bank, or to any of its branches, on or before the 14th day of June, 1913. Copies of the Prospectus (upon the terms of which applications will alone be received) and Forms of Application can be obtained at any of the Society's Offices or from the Bankers.

Dated 7th June, 1913.

The Harrow Council have given notice of their intention to apply to the Local Government Board for sanction to prepare a scheme of town planning for their district, and in parts of the adjoining parishes in the Uxbridge rural and Hendon rural areas.

Major Darby-Griffith, of Padworth House, near Reading, has been elected chairman of the Berkshire county magistrates for the Reading division in succession to the late Captain A. W. Cobham, and Mr. Charles E. Keyser, of Aldermaston Court, has been elected vice-chairman.

In Wednesday's Parliamentary papers Mr. Lloyd George informed Mr. Watt that there are sixteen members of the House of Lords qualified to sit at the hearing of appeals in the House of Lords, and fourteen who could sit on the Judicial Committee of the Privy Council. Ten receive salaries to the aggregate amount of £60,600 and five draw pensions amounting to £21,000. One receives no payment from British funds.

At Northamptonshire Assizes on Tuesday Mr. Justice Avory referred to a case at Aylesbury Assizes in which, he said, a man attempted to prevent a female servant in his employment from attending to give evidence. The man sent a telegram stating that the servant was too ill to attend, but the girl disobeyed her master's orders, and attended the court. The judge proposed to send the whole of the facts to the Public Prosecutor, and ask him to take proceedings against the master for this gross contempt of court. The girl had been dismissed and refused a character, but in the judge's opinion her conduct in obeying the order of the court was a far better testimonial to her character than any that such a person as her employer could give her.

The Ipswich coroner's jury which attended before the judge at the Suffolk Assizes at Bury last week, because of their failure to agree to a verdict on an inquest on the body of a boy, aged nine, the son of an Ipswich accountant, who, it is alleged, was killed by a motor-car driven by the owner, Mr. A. E. Ryde, house furnisher, Ipswich, assembled at Ipswich Town Hall on Monday to record their verdict. The coroner reminded the jury of the decision they had come to at the assizes, and that it was interpreted by the judge as a verdict of "Manslaughter." Twelve of the fifteen jurors who served signed the verdict, but the other three declined. Twelve being the requisite number, the coroner informed Mr. Ryde that he stood committed to the assizes at Ipswich next October.

In the House of Commons on Tuesday Mr. Fitz Roy asked the Chancellor of the Exchequer to explain the delay in making valuations on occasions arising within the meaning of section 2 of the Finance (1909-10) Act, 1910; and by what date the 353,473 cases remaining to be dealt with would be disposed of. The Chancellor of the Exchequer: In the initial stages, when the original valuation of land as at the 30th of April, 1909, is not complete, some delay is unavoidable. It is in part due to the time which must necessarily elapse before the original site value of the land, on which the increment value duty depends, becomes finally settled. Care is, however, taken to minimise inconvenience which might otherwise exist by expediting the valuation in all urgent cases as fully as the circumstances permit. It is anticipated that the whole of the outstanding cases will be disposed of by April, 1915.

Writing to the *Times* of the 30th of May, Mr. E. Hampden-Cook says: May I through your columns respectfully urge that the time is now surely ripe for throwing the calendars of all wills preserved at Somerset House and elsewhere throughout the country into one huge index, arranged in dictionary order like the catalogue of the British Museum Library? The cost would, of course, be great, but many more wills would be read and paid for but for the expenditure of time and trouble which is now often involved in searching for them. The United States of America appear to be ahead of Great Britain in this matter. I recently wrote to the Surrogate of the county of New York, asking him the cost of getting information as to an American will. His reply, just received, is: "If you will send the full name of the decedent, and the approximate date and place of death, I will cause a search to be made, and will inform you of its result. We do not charge for searches. Our only charge is 10c. per folio for copies of any records in our files."

In the House of Commons, on the 29th of May, Mr. Ramsay MacDonald asked the Secretary of State for Foreign Affairs a question with regard to the arrest of one Alexandre Adamovitz in Alexandria. Sir E. Grey: Before replying to the specific points raised by the hon. member, I must make it clear that under the Capitulatory régime at present existing in Egypt his Majesty's Government has no power to intervene in cases in which the representatives of Capitulatory Powers claim to exercise Consular jurisdiction over their own nationals, and consequently his Majesty's agent and Consul-General has no *locus standi* in the matter. With regard to the position of the Government of Egypt in the matter, jurisdiction over foreign subjects in Egypt is exercised by the Consuls of the foreign countries respectively concerned under conditions which the Egyptian Government is bound to observe, and for which it has no other responsibility. There was, therefore, coming to the points in the question—no reason why his Majesty's agent should have been consulted before Adamovitz was arrested, and, as a matter of fact, he was not consulted, nor did any correspondence pass between the Russian and British representatives at the time. I do not know the charge upon which he was arrested. I have been in-

formed by Lord Kitchener, since the answer was given yesterday, that Adamovitz will be sent back to Russia under arrest next Friday, the case having been duly investigated by the Russian Consul as Juge d'Instruction. The Consul-General has power to do this legally under the Capitulations. I may sum up the position broadly by saying that under the Capitulations the Egyptian Government is bound to hand over any foreign subject, when so requested, to the jurisdiction of the Consul of his nationality.

Sir Frederick Pollock presided on the 29th of May, says the *Times*, at the Royal Commission on Public Records, sitting at Scotland House, Westminster. Mr. Lisle, representative of the Crown Office in Chancery, mentioned that in the office there were preserved in wooden cupboards "precedent" books containing every kind of instrument that had passed the Great Seal from the fifteenth century downwards. He agreed that they would be more accessible to students at the Record Office. They were, however, rarely referred to. Sir William Venables Vernon, Bailiff of Jersey, said that there were records of the quartering of the Russian auxiliaries in Jersey at the end of the eighteenth century, but he believed they were in private hands. Many of the ancient Jersey records which were historically interesting were to be found either in this country or, in many instances, in France. Ecclesiastical documents were taken back to the Continent by the monks when the monasteries were closed, and eventually they found their way into the hands of the Commune at the time of the French Revolution, and were now in Paris or the provinces. Sir John Macdonnell, Senior Master of the Supreme Court and King's Remembrancer, described the arrangements made for the preservation of documents, and said that most of the rooms were fireproof. He was amazed at the extraordinary celerity with which documents were found for suitors, who were generally given what they wanted in less than ten minutes. Of the total number of writs issued an enormous number expired at various stages before hearing. Probably only two to three thousand out of a total of thirty or forty thousand came to actual trial. He believed it was true that law officers' "opinions" had been very badly preserved in the past, but in the last ten years or more there had been a complete change, and two copies of all "opinions" were retained. Copies of the cases submitted were, however, not retained.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED.—The directors invite applications for 5,000 shares of £1 each at 30s. per share, payable as follows:—5s. on application; 12s. 6d. on allotment (including the premium of 10s. per share); and 12s. 6d. one month after allotment. Each of the new shares will rank for dividend in respect of the present year to the extent of one-half of the corresponding dividend paid on each of the now existing shares, and thereafter *pari passu* with them. The subscription list will close on Saturday, the 14th of June.

The sale of Dauntsey, the late Sir Henry Meux's old home, a mansion with its park of some 400 acres on the River Avon, and thirty picturesque old-world stone-tiled farmhouses and cottages, with the land (some 5,000 acres in all), mainly rich grazing land, eminently suited for dairying purposes, has been entrusted to Messrs. NICHOLAS, of 4, Albany Court-yard, Piccadilly.

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

The Property Mart.

Forthcoming Auction Sales.

June 10, 24, July 1 and 8.—Messrs. DENHAM, TAYLOR, & Co., at the Mart, at 2: Freehold Premises, Freehold Ground Rents, Residences, Building, and Residential Estates (see advertisement, page ii., May 31).

June 11.—Messrs. EDWIN FRX, BOUSFIELD, BURNETT, & BADDELEY, at the Mart, at 2: Freehold Building Land, Freehold Properties, &c. (see advertisement, page ii., May 31).

June 12, 19, 26.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Building Land, Houses and Shops, Freehold Property and Leasehold Ground Rents, Freehold Business Premises and Houses and Freehold Ground Rents (see advertisement, page v, May 31).

June 10.—Messrs. WEATHERALL & GREEN, at Havant, at 3: Farms, Residences, &c. (see advertisement, page iv, May 31).

June 11.—Messrs. RAYNE, PAYNE & LEPPER, at the Mart, at 2: Freehold and Leasehold Estates (see advertisement, page iv, May 31).

June 17.—Messrs. ROBINSON, GORE & MERCER, at the Mart: Freehold Properties (see advertisement, page v, May 31).

June 18.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Letting on Building Lease of Site for Shops, &c. Freehold Shops and Premises, Country House and Land (see advertisement, page v, May 31).

June 19.—Messrs. ELLIS, COTTE & Co., at the Mart, at 1: Freehold Houses and Ground Rents (see advertisement, page iii, this week).

June 20.—Messrs. Wm. WHITELEY, LTD., at the Mart, at 2: Freehold Business Premises (see advertisement, page iii, this week).

June 20, July 1, 23, 29, 30, 31.—Messrs. HUMBERT & FLINT, at the Mart: Freehold Estates and Properties (see advertisement, front page, May 31).

June 24.—Messrs. WEATHERALL & GREEN, at the Mart: Freehold Residence and Freehold Block of Offices (see advertisement, page iv, May 31).

June 26.—Messrs. WEATHERALL & GREEN, at East Grinstead, at 3: Freehold Land (see advertisement, page iv, May 31).

June 26 and July.—Messrs. HAMPTON & SONS, at the Mart, at 2: Country Residences (see advertisement, page iii, this week).

June 30.—Messrs. DANIEL SMITH, SON & OAKLEY: Freehold Cottage Residence and Freehold Agricultural Holding (see advertisement page iii, May 24).
 July 3.—Messrs. DANIEL SMITH, SON & OAKLEY: Freehold Residential Estate, &c. (see advertisement, page iii, May 24).
 July 8, 10.—Messrs. NICHOLAS, at Chippenham: The Dauntsey Dairy Farms (see advertisement, page 579, this week).
 Messrs. WEATHERALL & GREEN, at Ashby-de-la-Zouch: Freehold Properties (see advertisement, page iv, May 31).
 Messrs. COLLIER & COLLIER, at the Mart: Freehold Investments (see advertisement, page iii, May 31).

Result of Sale.

Reversions, Policies, &c.

Messrs. H. E. FOSTER & CRAWFORD held their usual Fortnightly Sale of these interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, the total realised being £2,630.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice JOYCE.	Mr. Justice WARRINGTON.
Monday June 9	Mr. Jolly	Mr. Farmer	Mr. Synges	Mr. Groswell
Tuesday 10	Groswell	Synges	Borror	Church
Wednesday 11	Bloxam	Church	Jolly	Leach
Thursday 12	Goldschmidt	Groswell	Bloxam	Borror
Friday 13	Leach	Jolly	Goldschmidt	Synges
Saturday 14	Borror	Bloxam	Farmer	Jolly

Date.	Mr. Justice NAYLOR.	Mr. Justice EVELL.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.
Monday June 9	Mr. Borror	Mr. Church	Mr. Bloxam	Mr. Goldschmidt
Tuesday 10	Leach	Farmer	Jolly	Bloxam
Wednesday 11	Groswell	Goldschmidt	Synges	Farmer
Thursday 12	Jolly	Leach	Farmer	Church
Friday 13	Bloxam	Borror	Church	Groswell
Saturday 14	Synges	Groswell	Goldschmidt	Leach

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, May 30.

ATKIN'S SUPPLY STORES, LTD.—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to George Percival Taylor, Union Bank Buildings, York st, Manchester. Hinchcliffe, Manchester, solicitor for the liquidator.
 BUCKINGHAMSHIRE CHAIR CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 30, to send in their names and addresses, and particulars of their debts or claims, to Llewelyn Shone, High st, Marlow, liquidator.
 DAILY HERALD PRINTING AND PUBLISHING SOCIETY, LTD.—Petition for winding-up, presented May 28, directed to be heard June 10. Harrington & Co, 33, Southampton st, Strand, solicitors for the petition. Notice of appearing must reach the above named not later than six o'clock in the afternoon of June 9.
 DENNIS BROS., LTD.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Raymond Dennis, Onslow st Works, Guildford, liquidator.
 EMPIRE CABINET AND JOINERY WORKS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 30, to send in their names and addresses, and particulars of their debts or claims, to Noel William Burbridge, 45, Bank st, Sheffield, liquidator.
 PEOPLE'S BRITISH STORES, LTD.—Petition for winding-up, presented May 26, directed to be heard at the Court House, Half Acre, Brentford, on June 20 at 10. Kuston & Co, 10 and 124, High st, Brentford, agents for Moody & Woolley, 40, St Mary's gate, Derby, solicitors for the petition. Notice of appearing must reach the above named not later than six o'clock in the afternoon of June 10.
 SCALA KINEMACOLOR, LTD., AND REDUCED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 5, to send their names and addresses, with particulars of their debts or claims, to William A. John Cobbing, 143, Cannon st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, June 3.

ALVECHURCH LIGHT CAR CO., LTD.—Petition for winding-up, presented May 26, directed to be heard at Birmingham June 19, at 10.30. Wright & Marshall, 86, New st, Birmingham, agents for Kerwood & Son, 2, Prospect hill, Redditch, petitioners' solicitors. London Agents, King & Co, Queen Victoria st. Notice of appearing must reach the above named not later than six o'clock in the afternoon of June 18.
 ANGLIO-TURKISH CIGARETTE MANUFACTURING CO., LTD.—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Mr. Wm. Ros Sharp, 30, Brown st, Manchester, liquidator.
 B. C. CONSOLS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to F. D. Leslie and C. L. Simon, 74, Coleman st, joint liquidators.
 GREENFIELD MILL CO., LTD. (IN VOLUNTARY LIQUIDATION FOR THE PURPOSE OF RECONSTRUCTION).—Creditors are required, on or before June 30, to send in their names and addresses, and the particulars of their debts or claims, to C. M. Skinner, 7, Norfolk st, Manchester, liquidator.
 J. AND T. H. WALLIS, LTD.—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Alfred Willie Sully, 19-21, Queen Victoria st. Hill & Co, Old Broad st, solicitors for the liquidator.
 MINERVA AUTOMATIC MACHINE CO., LTD.—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Ernest Edwin Cannon, 3, Gloucester st, Southampton row, liquidator.
 NORTON MANUFACTURING CO., LTD.—Creditors are required, on or before July 7, to send in their names and addresses, and the particulars of their debts or claims, to Messrs. Poppleton & Leach, 26, Corporation st, Birmingham, liquidators.
 RANIM SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 16, to send in their names and addresses, and the particulars of their debts or claims, to Reginald Ambrose Boughton, 52, Gresham church st, liquidator.
 WILLIAM YATES LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Richard Thomas Jackson, 9, Mawdsley st, Bolton. Balshaw & Bolton, solicitors to the liquidator.

YORKSHIRE PATENT MANURE DRILL AND AGRICULTURAL IMPLEMENT CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required on or before June 30, to send their names and addresses and particulars of their debts or claims, to John Charlesworth Whitham, 38, Well Close-mount, Leeds, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, May 30.

PRINTING PRESS IMPROVEMENTS, LTD.
 ENGINEERING INSTRUMENTS, LTD.
 "CELTIC MONARCH" SHIP CO., LTD.
 CYONA CO., LTD.
 MAY QUEEN REWARD, LTD.
 SCALA KINEMACOLOR, LTD.
 NORTHERN NIGERIA DEVELOPMENT CO., LTD. (Reconstruction).
 ARIEL PRAM WHEEL WORKS, LTD.
 DENNIS BROS., LTD.

London Gazette.—TUESDAY, June 3.

BULLOUGH'S ADJUSTABLE RAIL JOINT SUPPORT CO., LTD.
 FREDERICK J. HUNT & CO., LTD.
 HASTINGS MCLURE & CO., LTD.
 A. LILWALL, LTD.
 MINERVA AUTOMATIC MACHINE CO., LTD.
 NYASA COTTON ESTATES, LTD.
 JAMES MYERSCOUGH, LTD.
 H. GRAHAM GLEN, WORTLEY, LTD.
 B. C. CONSOLS, LTD.
 GREENFIELD MILL CO., LTD.
 HORNER, SON & CO., LTD.
 NIOSKIL SYNDICATE, LTD.
 STUART LOOK JOINT TUBE CO., LTD.
 WILLIAM HARDING & CO., LTD.
 RANIM SYNDICATE, LTD.
 PENANG SUGAR ESTATES CO., LTD.
 R. REYNOLD JACKSON & CO., LTD.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 30.

AMBROSE, WILLIAM, Swaffham Prior, Cambridge, Farmer Aug 1 Nix, Chatteris, Cambridge.
 BARNARD, GEORGE SYDNEY, Norwich, Warehouseman June 14 Rackham, Norwich.
 BEATTIE, JAMES, Burton on Trent June 27 Botteley & Sharp, Birmingham.
 BELL, THOMAS, Calvo, nr Silloth, Cumbria, Shoemaker July 1 Beckton, Carlisle.
 BERNHEIMER, SIMON EMANUEL, Manhattan, New York June 30 Withers & Co, Arundel st, Strand.
 BIRBY, ELLEN MARY, Liverpool June 30 McMaster, Liverpool.
 BLISS, EDWIN, Oakleigh Park, July 14 Tubbs, Aldersgate st.
 BOLER, CHARLES, Sheffield July 5 Arley, Sheffield.
 BRAND, ELIZABETH, North Shields June 30 Brown & Holliday, North Shields.
 BROWN, JANE ELIZABETH MUNRO, Leeds June 30 Bolnton & Co, Leeds.
 BRUCE, HELEN, Brighton July 1 Negus, Bloomsbury sq.
 BRYANT, WILLIAM ARTHUR, Kingston upon Hull July 15 Rolitt & Co, Hull.
 BURTENSIAW, THOMAS, sen, Patcham, Sussex, Farmer June 23 Plumbridge & Meaden, Brighton.
 CAMPBELL, HENRY, Ainger rd, Primrose hill June 23 Witham & Co, Gray's inn sq.
 CATTLEIGH, WILLIAM THOMAS, Winton, Bournemouth June 31 Guillaume & Sons, Bournemouth.
 CORBETT, SARAH ANN, Norwich June 14 Rackham, Norwich.
 CRAWLEY, JOHN, Hornsey in July 14 Tubbs, Aldersgate st.
 CURZON, GEORGE AUGUSTUS, Windlesham, Surrey July 5 Witham & Co, Gray's inn sq.
 DAVIES, ELIZABETH MARY, Aberdare June 4 Henton, Bridgend.
 DAVIES, EVAN LEWIS, Aberdare June 4 Henton, Bridgend.
 DAVIS, LOUISA, West Hampstead June 30 Elkin & Henriques, Salters Hall ct, Cannon st.
 DREW, SARAH ANN MEREWETHER, Thornton Heath June 30 Richardson & Co, Golden sq, Regent st.
 FINCH, EMMA, Knowle rd, Brixton July 1 Wood, Chancery in.
 FISHER, JAMES, St Helens, Lancs July 1 Frodsham, St Helens.
 FRANKLIN, ELIJAH, Hebburn, Durham June 30 Livingston, Hebburn on Tyne.
 FULLER, FRANCES, Rogate, Sussex June 28 Cato, 3, Raymond bldgs, Gray's inn.
 FURST, HENRY, Goldhurst ter, South Hampstead June 30 Kekewich & Co, Suffolk in.
 GILLINGS, the Rev. CHARLES BENJAMIN SAMUEL, Whitehaven, Cumberland June 15 Singleton, Whitehaven.
 GRAY, BENJAMIN HARRISON, Leeds, Dyer June 30 Ayrton, Leeds.
 HARDING, ELIZABETH SOPHIA, Newport, Mon July 21 Burpitt, Newport, Mon.
 HARRISON, MARY JANE, New Holland, Lincs July 1 Brown & Hudson, Barton on Humber.
 HEPTONSTALL, WILLIAM, Hightown, Lancs June 9 Gregson & Sharman, Liverpool.
 KEIGHLEY, ELIZA, Memorial ter, Winchmore hill June 30 Robins & Grimdall, Bank chmbrs, Hornsey.
 KING, WILLIAM Cricklade, Wilts, Yeoman June 23 Kinneir & Co, Swindon.
 KING, WILLIAM HENRY, Denton, Kent June 30 Martin, Gravesend.
 LAWTON, JOSEPH GAMALIEL, Somerset East, Cape of Good Hope July 1 Winterbotham & Co, Cheltenham.
 LEES, FLEEN, Stalybridge June 30 F. H. & W. Worsley, Stalybridge.
 LEES, JOSEPH, Salford, Lancs, Ironmonger June 30 Wilson, Manchester.
 OSBORNE, MARY ANN, Bath June 30 Tilly, Bath.
 PALMER, GEORGE FREDERICK, Florence rd, Stroud Green, Commercial Traveller July 19 W. H. & A. G. Herbert, Cork st.
 PARDOE, REV. GEORGE OWEN, Old Alresford, Hants June 24 Shield & Mackarness, Alresford.
 PARKER, FREDERIC COGAN, Haywards Heath July 11 Duffield & Co, Broad Street av.
 PERRY, DANIEL BASKERVILLE, Liverpool, Pawnbroker July 4 Quinn & Co, Liverpool.
 POOLE, GEORGINA JULIA, Newport, Mon, Principal of Private School July 21 Burpitt, Newport, Mon.
 POTTS, BENJAMIN, Whalton, nr Morpeth, Farmer July 15 H. & A. Swinburne, Gateshead.
 RAINFORD, HENRY, Sutton, St Helens, Lancs July 1 Frodsham, St Helens.
 RYED, JOHN, Picton, Yorks, Farmer June 30 Archer & Co, Stockton on Tees.
 RIPLEY, HUGH, Malton July 9 Taylor & Co, Bradford.
 ROBERTS, ALFRED JONES, Wood st, Cotton Merchant June 28 Dommett, Gresham st.
 ROSE, ELIZABETH ANNE, Birmingham June 18 Tyndall & Co, Birmingham.
 ROYAL, JAMES, Great Yarmouth June 17 Barton & Co, Great Yarmouth.
 SHIELDS, JOHN CAVERHILL, St Stephens av, Shepherd's Bush July 11 Thompson & Co, East India av.
 SINCLAIR, HUGH, Ardwick, Manchester, Draper June 23 Cobbett & Co, Manchester.
 SMITH, GEORGE, Handsworth June 18 Tyndall & Co, Birmingham.

STEVENS, JOHN FRANK, Grove av, Twickenham June 30 Bowdler, Shrewsbury
STILLWELL, HENRY, Stepleton Manor, Dorchester July 7 Tyler, Clement's Inn
SULLIVAN, ELEANOR RUTH, Cowes June 21 Colenutt, Cowes
TATE, ALFRED, Leatherhead July 1 Huntington & Lead, London wall
THOMAS, DAVID, Llanrwst, Denbigh, Farmer June 28 Griffiths & Allard, Llanrwst
THOMAS, ROBERT, Hay in, Ovenden, Halifax June 30 Dicke & Aked, Halifax
WATSON, FREDERICK HENRY, Cardiff July 27 Francis & Cooke, Cardiff
WIGHTON, CAROLINE, Redhill, Surrey July 1 Morrisons & Nightingale, Redhill
WINGROVE, WILLIAM, Oakleigh Park, New Barnet Aug 1 Mason, Elton st, Finsbury
WINSOR, ROBERT JOHN, Compton rd, Islington July 12 Henderson, Connaught gds, Muswell Hill
WYMAN, ELIZABETH MARY ANN, Brighton June 30 Richardson & Co, Golden sq, Regent st
YONGE, FREDERICK PERCY, Chatworth rd, West Norwood July 1 Clark, Gresham st

London Gazette.—TUESDAY, June 3.

ADAMSON, LAWRENCE WILLIAM, Longhoreley, Northumberland June 30 Ryott & Swan, Newcastle on Tyne
BARKER, THOMAS, Waterhouses, Staffs, Farmer July 7 Horton, Bromsgrove
BASHAM, WILLIAM, Scarborough July 2 Birdall & Co, Scarborough
BASSETT, MARY LOUISE ADELIE, Rue Mansart, Paris July 7 Western & Sons, Essex st
BERKING, THOMAS, Woodnesborough, Kent July 4 Cloke, Sandwich
BELL, ANN ELIZABETH, Gatedown on Tyne July 3 Ranson & Co, Sunderland
BIGGIE, ISABEL CHARLOTTE, Torquay June 21 Wilkinson & Davies, North Walsham
BIRCH, HESTER, Southwater, Horsham June 30 Coole & Haddock, Horsham
BURRA, JOHN SALKELD, Faversham, Kent July 1 Stileman & Neats, Southampton st, Bloomsbury sq
CAVE, WILLIAM, Egham, Surrey July 2 Cave, Wellington College, Berks
COCKERELL, FANDAL, Handsworth, Staffs July 5 Walker & Mead, Birmingham
COLLINGE, JOHN, Thornton in Craven, Yorks Aug 1 Baldwin & Co, Clitheroe
COOPER, JOSEPH HENRY, Beckenham, Kent July 1 Dinn & Son, Gresham bldg
DUNLIN, KEZIA, Kin-ston upon Hull July 15 Rolitt & Co, Hull
FORSTER, JOHN TOM, Cramlington, Northumberland, Market Gardener June 21 Brett Morpeth
FULLJAMES, ELIZA SARAH, Greenhithe, Kent June 30 Baynes, Dartford
GAINES, WILLIAM ROBERTS, Leeds, Innkeeper June 21 Scott & Turnbull, Leeds
GRAY, EMILY JANE, Horley, Surrey July 15 Ross, Horley
GRAY, ERNEST ALFRED, Esher, Surrey, Jobmaster July 16 Durham & Charlton, Kingston on Thames

Bankruptcy Notices.

London Gazette.—TUESDAY, May 27.

ADJUDICATIONS.

BELLERBY, HENRY FRANK, Clydesdale rd, Notting Hill, Warehouseman High Court Pet May 23 Ord May 23
BLAKE, FINNEN W E, Chichester Brighton Pet April 25 Ord May 22
BOULTON, HARRY, Gissing, Norfolk, Grocer Ipswich Pet May 22 Ord May 22
BOWDICE, FREDERICK WILLIAM, Teddington, Jobmaster Kingston, Surrey Pet May 1 Ord May 22
BROWNHILL, HENRY STROGO, Scarbroft, nr Leeds, Commercial Traveller Leeds Pet May 23 Ord May 23
BUCKINGHAM, HENRY RICHARD, Jewin cres, Hat Manufacturer High Court Pet Feb 4 Ord May 22
BUTLER, EDWIN, Raul rd, Hanover Park, Peckham, Horse Dealer High Court Pet Mar 31 Ord May 23
CLARKE, JOSEPH HENRY, Ilkeston, Derby Derby Pet May 24 Ord May 24
COLL, BESSIE LOUISE, Trinity rd, Upper Tooting Wandsworth Pet May 20 Ord May 23
CONY, THOMAS, Sleford, Lincs Boston Pet May 24 Ord May 24
DUMPLETON, MARGUERITE, Leighton Buzzard Luton Pet May 23 Ord May 23
DUTTON, HERBERT, GODDARD, Southampton, Chemist Southampton Pet May 22 Ord May 22
ESTCOURT, ROWLAND METZNER, Birmingham, Barrister-at-Law High Court Pet Nov 15 Ord May 23
GARARD, ELIZABETH, Bournemouth Poole Pet May 22 Ord May 22
HEY, ARTHUR, Bradford, Brewer Lanes Pet May 22 Ord May 22
HILLIER, EDWIN PERCY, Blackwater, I of W, Dairy Farmer Newport Pet May 21 Ord May 21
JEWELL, THEOPHILUS, Turin st, Bethnal Green, Contractor High Court Pet Feb 25 Ord May 22
JOHN, JOSHUA LEWIS, Briton Ferry, Glam, Steelworker Neath Pet May 24 Ord May 24
JOHNST, CARL GUSTAV, Stroud Green rd, Butter Dealer High Court Pet April 24 Ord May 24

JONES, THOMAS, Dalling rd, Hammermith High Court Pet April 1 Ord May 23
LEEDS, GERALD STEPHEN, Ipswich, Merchant's Clerk Ipswich Pet May 22 Ord May 22
LENNOX, CECILIA GEORGINA SUSAN, Chichester High Court Pet Dec 31 Ord May 21
LOWE, MARK, Buckingham, Grocer's Assistant Aylesbury Pet May 24 Ord May 24
NEWBURY, GEORGE EDWARD ALFRED, Leeds, Head Waiter Leeds Pet May 22 Ord May 22
PARKER, MIRIAM ISABEL, M-lion, Cumberland Whitehaven Pet May 22 Ord May 22
PFEEFERBLOOM, ISIDORE, Fuller st, Bethnal Green, Costume Manufacturer High Court Pet April 9 Ord May 24
POOCK, JOHN ALFRED, Norwich, Dentist Norwich Pet May 9 Ord May 24
RAYMON, JOSEPH, Old Basford, Notts, Labourer Nottingham Pet May 22 Ord May 22
REECE, ELIZABETH, Colwyn Bay, Denbigh Bangor Pet May 24 Ord May 24
ROWLEY, THOMAS WILLIAM, Sheffield, Tobaccoist Sheffield Pet May 24 Ord May 24
SADLER, WILLIAM, Havant, Hants, Grocer Portsmouth Pet May 24 Ord May 24
SMITHSON, JOHN HENRY, Slingsby, nr Malton, Yorks, Butcher Scarborough Pet May 23 Ord May 23
WEBBER, ALBERT EDWARD, Torquay, Veterinary Surgeon Exeter Pet April 7 Ord May 19
WHITEHEAD, H VAUGHAN, Regent st, Solicitor High Court Pet Mar 7 Ord May 22

Amended Notice substituted for that published in the London Gazette of April 22:

COOK, HARRY STANLEY, North End rd, Fulham, Confectioner High Court Pet April 18, Ord April 18

London Gazette.—FRIDAY, May 30.

RECEIVING ORDERS.

BALHATCHET, THOMAS MORRIS, Southsea, Fancy Draper Portsmouth Pet May 2 Ord May 22
BARBER, HELEN, and SYDNEY WILLIAM BARBER, Billingsgate market, Fish Factors High Court Pet April 10 Ord May 27

GRIFFITHS, JOHN, Kidderminster, Grocer Aug 4 Weston, Kidderminster
HAYWARD, HENRY, Nupend, Glos, Labourer June 30 Wintertham & Sons, Stroud
HAYWORTH, ROSE, Plumstead, Kent June 30 Baynes, Bexley Heath
HITCHCOCK, ANNIE, Exmouth July 3 Robbins, Petersfield
JANSON, FREDERICK HALSEY, Hove, July 1 Janson & Co, College hill
KEY, HORACE, Mount View rd, Hornsey July 11 Pearce & Sons, West Smithfield
LEACH, FRANCIS, Southport July 1 Morecroft & Co, Liverpool
LEHANE, EMMA, Upton, St Leonards, Glos June 28 Treasure, Gloucester
LIEWELLYN, LETITIA, Ogmores Vale, Glam July 16 Lewis & Liewellyn, Bridgend
MAKEPEACE, ELIZA, Birmingham July 9 Jaques & Sons, Birmingham
MCCORMACK, WILLIEFRED EMME June 14 Fry & Young, Southend on Sea
MORTON, EDWARD, Edgbaston, Birmingham, Illuminating Artist June 30 Foster & Co Birmingham
MURPHY, JACOB CAMAC, Pembroke pl, Bayswater - June 22 Mallinson, Fenchurch st
NAPPER, NELLIE, Hove June 30 Coole & Haddock, Horsham
O'MEARA, WILLIAM JOSEPH, High rd, South Tottenham, Physician July 21 Rutland, Chancery ln
OSLER, RES-IE HOBBS, Bournemouth July 7 Reynolds & Isaacs, Bournemouth
PALMER, JOHN, Leytonstone, Essex July 20 White, Leadenhall st
PERRY, GEORGE, Peck, Walsall July 14 Lester, Walsall
PRICKETT, BETSY, Lancaster June 23 Satterthwaite, Lancaster
RIMMER, MARGARET HELEN, Penwortham, nr Preston June 19 Bramwell, Preston
ROGERS, JOHN INNES, Bournemouth July 10 Williams & Alder, Laurence Pountney hill
SHEPARD, GEORGE, Handsworth, Birmingham July 12 Shakespeare & Vernon, Birmingham
SKIPPER, MARIA, Hove July 15 Vandercom & Co, Bush ln
SMITH, ROBERT JOHN, Northfleet, Kent June 30 Hatt-n & Co, Northfleet
STAFFORD, ERNEST GEORGE, Liverpool July 1 Behn, Liverpool
STARKEY, ARTHUR, Wrenbury Hall, Chester July 7 Bellise & Eric Smith, Audley, Cheshire
TAYLOR, DANIEL PETER, Framfield, Sussex, Farmer June 24 Hillman, Lewes
THOMAS, AMELIA, Aylesbury, Bucks June 21 Horwood & James, Aylebury
TURNER, ELLER, Tunbridge Wells July 10 Upperton & Bacon, Brighton
WALLY, JOHN, Nantwich, Chester June 30 Bellise & Eric Smith Audley, Cheshire
WHITWELL, JOHN GRIFFITHS, Leeds, Gilder June 21 H T & W Pullan, Leeds
WILLIAMS, MARGARET, Withington, Manchester July 6 Wilton & Co, Manchester
WILSON, JOHN, Ashton under Lyne, Ironmonger June 14 Pownall & Co, Ashton under Lyne
WOOLLEY, ELIZABETH, Brighton July 10 Upperton & Bacon, Brighton

BATTEN, ERNEST CHARLES LAMBOURN, Parkstone, Poole, Dorset, Musician Poole Pet May 27 Ord May 27
CARTER, FRANK RICHARD, Farnborough, Surgeon Dentist Guildford Pet May 28 Ord May 28
COHEN, HARRIETT, Treforest, Glamorgan, Travelling Dr per Pontypridd Pet May 27 Ord May 27
COOPER, THOMAS, Saltburn, Yorks, Iron Merchant Middlesbrough Pet May 27 Ord May 27
DE RESCO-BOGDANOWICZ, MARIA GEORGE, Cavendish pl High Court Pet Mar 6 Ord May 27
EARLE, EDITH LOUISA GIBSON, Bex hill on Sea Hastings Pet May 28 Ord May 28
GIBBS, FREDERICK GEORGE ROBERT, Itchen, Southampton, Drug Store Proprietor Southampton Pet May 28 Ord May 28
GREEN, TOM GILBERT, Scorton, Yorks, Innkeeper Northallerton Pet May 26 Ord May 26
GUNNELL, ERNEST WALTER MORTON, Chelmsford, Cartage Contractor Chelmsford Pet May 26 Ord May 26
HART, JOSEPH, jun, Badbury, Swindon, Carpenter Swindon Pet May 27 Ord May 27
HOLMICH, THOMAS HUBERT, Northampton, Accountant Northampton Pet May 27 Ord May 27
HOWARTH, ROBERT, Hollinwood, Lancs, General Broker Oldham Pet May 24 Ord May 24
JOHNSON, FREDERICK, Whitmore Reans, Wolverhampton Bu cher Wolverhampton Pet May 27 Ord May 27
JONES, THOMAS, Williamstown, Glamorgan, Grocer Pontypridd Pet May 10 Ord May 27
KELLY, JOHN, Sheep ln, Hackney, Carman High Court Pet April 12 Ord May 22
LANDER, LOUIS PAUL st, Finsbury, Leather Goods Manufacturer High Court Pet May 27 Ord May 27
LINDHOLM, HJALMAR, Poulton cum Seacombe, Chester, Mechanic Birkenhead Pet May 1 Ord May 26
MACDONALD, DEAKIN, AND JONES, Hurstwood E-servior, Burnley, Public Works Contractors Burnley Pet May 6 Ord May 26
MARCUS, LEWIS, Sutherland av, Maids Vale High Court Pet April 14 Ord May 28
MAXWELL-HERON, BASIL C M, Uxbridge rd, Shepherd's Bush High Court Pet May 1 Ord May 28
MORE, JAMES NEIL, Bury st, St James' High Court Pet May 1 Ord May 28

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APPLY FOR PROSPECTUS.

NEALE, EDWIN JAMES, St Leonards on Sea, Constructional Engineer Hastings Pet April 11 Ord May 15
 PALEY, BENJAMIN, Burmantofts, Leeds Leeds Pet May 26 Ord May 26
 PARRAMORE, MARGARET, Chapelton, Yorks, Draper and Milliner Barnsley Pet May 27 Ord May 27
 PASCOE, RICHARD GARIBALDI LLEWELYN, Knowle, Bristol, Postman Bristol Pet May 26 Ord May 26
 PITTAWAY, HENRY HERBERT, Smethwick, Staffs, Infirmary Attendant West Bromwich Pet May 27 Ord May 27
 PYMAN, KATE FANNY, Bristol, Clothier Bristol Pet May 26 Ord May 26
 RAMSDIN, SYDNEY, Brighouse, Night Watchman Halifax Pet May 27 Ord May 27
 SHAW, JAMES RICHARD, Birmingham, Quantity Surveyor Birmingham Pet May 26 Ord May 26
 SOLWAY, EDWIN THOMAS, Perranporth, Cornwall, Baker Truro Pet May 26 Ord May 26
 WALTON, JIM, Swadlincote, Derby, Potter Burton on Trent Pet May 26 Ord May 26
 WARD, WILLIAM FRANCIS DUDLEY, Liverpool, Manufacturer's Agent Liverpool Pet April 29 Ord May 28

FIRST MEETINGS.

BARBER, HELEN, and SYDNEY WILLIAM BARBER, Billingsgate market, Fish Factors June 9 at 11.30 Bankruptcy bldgs, Carey st
 BATES, ERNEST CHARLES LAMOURN, Parkstone, Poole, Musician June 9 at 2.30 Arcade chmbrs (first floor), Bournemouth
 CLARKE, JOSEPH HENRY, Ilkeston, Derby, Proprietor of a General Bazaar June 10 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 COHEN, BARNETT, Treforest, Glam, Travelling Draper June 10 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine's st, Pontypridd
 COREY, THOMAS, Stamford, Lincs June 11 at 2 Off Rec, 4 and 6, West st, Boston
 DE RESCO-BOGDANOWICZ, MARIA GEORGE, Cavendish pl, June 9 at 11 Bankruptcy bldgs, Carey st
 FILMER, ALFRED EDWARD MORGAN PRICE, Acton, In, Acton, Boot Dealer June 10 at 12 Off Rec, 14, Bedford row
 FORDAN, WALTER, Fakenfield, Suffolk, Builder June 7 at 12 Off Rec, 8, King st, Norwich
 HIND, WILLIAM MARSH, Birkenhead, Engineer June 10 at 12 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
 HOWARTH, ROBERT, Hollinwood, Lancs, General Broker June 10 at 11 Off Rec, Greaves st, Oldham
 JONES, JOSHUA LEWIS, Baglan, Briton Ferry, Glam, Steelworker June 10 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
 JONES, THOMAS, Penryn, Park, Penryn, Glam, Grocer June 9 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine's st, Pontypridd
 JONES, THOMAS JAMES, Birkenhead, Beerhouse Keeper June 10 at 11 Off Rec, Union Marine buildings, 11, Dale st, Liverpool
 KEELLY, JOHN, Sheep In, Hackney, Carman June 9 at 1 Bankruptcy bldgs, Carey st
 LANDES, LOUIS, Paul st, Finsbury, Leather Goods Manufacturer June 10 at 1 Bankruptcy bldgs, Carey st
 LLOYD, DAVID FRANK, Tremadoc, Carnarvon, Draper June 10 at 12 Crypt chmbrs, Chester
 MARCUS, LEWIS, Sutherland av, Maida Vale June 10 at 11 Bankruptcy bldgs, Carey st
 MAXWELL-HERON, BASIL C M, Uxbridge rd, Shepherd's Bush June 9 at 12 Bankruptcy bldgs, Carey st
 MORE, JAMES NEIL, Bury st, St James' June 10 at 12 Bankruptcy bldgs, Carey st
 NEALE, EDWIN JAMES, St Leonards, Sussex, Constructional Engineer June 10 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
 PALEY, BENJAMIN, Burmantofts, Leeds, Farmer June 9 at 3 Off Rec, 24, Bond st, Leeds
 PARKER, MIRIAM ISABEL, Highfield, Millom, Cumberland, schoolmistress June 9 at 11 Court House, Whitehaven
 POOLE, JOHN ALFRED, Norwich, Dentist June 9 at 12.30 Off Rec, 8, King st, Norwich
 RAMSDIN, SYDNEY, Brighouse, Night Watchman June 9 at 10.45 County Court House, Prescott st, Hall ax
 ROBINSON, WALTER, Margate, Upholsterer June 7 at 11 Off Rec, 68A, Castle st, Canterbury
 WALTON, JIM, Swadlincote, Derby, Potter June 9 at 11.30 Off Rec, 12, St Peter's churchyard, Derby
 WELSH, WILLIAM ALEXANDER, Sunderland, Seaman June 10 at 2.30 Off Rec, 8, Manor pl, Sunderland

ADJUDICATIONS.

BALHATCHET, THOMAS MORRIS, Southsea, Fancy Draper Portsmouth Pet May 9 Ord May 27
 BARTLETT, ERIC, O, Victoria st, Westminster High Court Pet Mar 28 Ord May 27
 CLAGE, WILLIAM, Cheltenham High Court Pet Jan 11 Ord May 27
 COHEN, BARNETT, Treforest, Glam, Travelling Draper Pontypridd Pet May 27 Ord May 27
 COOPER, THOMAS, Salisbury, Iron Merchant Middlesbrough Pet May 27 Ord May 27
 EVANS, JOHN HENRY, Hollingbourne rd, Herts Hill High Court Pet Dec 19 Ord May 27
 FORDER, WALTER, Fakenfield, Suffolk, Builder Great Yarmouth Pet May 8 Ord May 26
 GIBBS, FREDERICK GEORGE ROBERT, Ichen, Southampton, Drug Store Proprietor Southampton Pet May 28 Ord May 28
 GREEN, TOM GILBERT, Scorton, Yorks, Innkeeper North allerton Pet May 26 Ord May 16
 GUNNELL, ERNEST WALTER MORTON, Chelmsford, Cartage Contractor Chelmsford Pet May 26 Ord May 26
 HART, JOSEPH, Jun, Badbury, Swindon, Carpenter Swindon Pet May 27 Ord May 27
 HIND, WILLIAM MARSH, Birkenhead, Chester Engineer Birkenhead Pet April 4 Ord May 26
 HOLDCROFT, JOHN THOMAS, Hanley, Confectioner Hanley Pet May 3 Ord May 27
 HOLDICH, THOMAS HUBERT, Northampton, Accountant Northampton Pet May 27 Ord May 27
 HOWARTH, ROBERT, Hollinwood, Lancs, General Broker Oldham Pet May 21 Ord May 24
 JOHNSON, FREDERICK, Whitmore Keane, Wolverhampton, Butcher Wolverhampton Pet May 27 Ord May 27
 LANDES, LOUIS, Paul st, Finsbury, Leather Goods Manufacturer High Court Pet May 27 Ord May 27
 LARKE, L, Melrose av, Cricklewood, Dealer in Diamonds High Court Pet April 14 Ord May 28
 NAYLOR, GEORGE JOHN WYLAND and ALBERT THOMAS NAYLOR, Unicorn Wharf, Dace rd, Timber Merchants High Court Pet Mar 20 Ord May 28
 PALEY, BENJAMIN, Burmantofts, Leeds, Farmer Leeds Pet May 26 Ord May 26
 PARRAMORE, MARGARET, Chapelton, Yorks, Draper Barnsley Pet May 27 Ord May 27
 PASCOE, RICHARD GARIBALDI LLEWELYN, Knowle, Bristol, Postman Bristol Pet May 26 Ord May 27
 PITTAWAY, HENRY HERBERT, Smethwick, Staffs, Infirmary Attendant West Bromwich Pet May 27 Ord May 27
 PYMAN, KATE FANNY, Bristol, Clothier Bristol Pet May 26 Ord May 26
 RAMSDIN, SYDNEY, Brighouse, Yorks, Night Watchman Halifax Pet May 27 Ord May 27
 SHEWORTH, HERBERT, Nottingham, Ironmonger Nottingham Pet May 3 Ord May 27
 SOLWAY, EDWIN THOMAS, Perranporth, Cornwall, Baker Truro Pet May 26 Ord May 26
 WALTON, JIM, Swadlincote, Derby, Potter Burton on Trent Pet May 26 Ord May 26
 ZIGMOND, MYER, Commercial rd, Wine Merchant High Court Pet May 6 Ord May 26

London Gazette.—TUESDAY, JUNE 3.

RECEIVING ORDERS.

ALLEN, JAMES, Leicester, Perambulator Dealer's Manager Leicester Pet May 31 Ord May 31
 ANDREW, THOMAS WILLIAM, Lincoln, Tailor Lincoln Pet May 31 Ord May 31
 BRADLEY, ERNEST EDWIN, Milton under Wychwood, Oxford, Butcher Oxford Pet May 29 Ord May 29
 BRIDGESTOCK, WILLIAM, March, Cambridge, China Dealer Peterborough Pet May 9 Ord May 30
 COOPER, HILDA SUSANNA, Plymouth Plymouth Pet May 30 Ord May 30
 FOSTER, AUBREY WRIGHT, Shelton rd, Forest Gate High Court Pet April 18 Ord May 31
 GILBERT, JOSIAH, Middlesbrough Middlesbrough Pet May 28 Ord May 29
 GREEN, THOMAS, Hounslow, Ironmonger Brentford Pet May 31 Ord May 31
 HARDING, SAMUEL DAVID, Middlewich, Cheshire, Printer Nantwich Pet May 30 Ord May 30
 JACKSON, SAMUEL HERBERT EBENEZER, Clarence Gate gdn, Baker at High Court Pet May 8 Ord May 31
 JESSER, A H, Salisbury House, London Wall, Chemist High Court Pet May 9 Ord May 30
 JOHNSON, MARIE K, Baron's Court rd, West Kensington High Court Pet May 8 Ord May 30

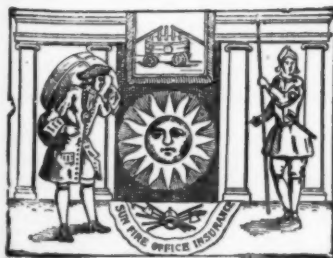
KIDD, JOHN, Watercroft, Lancs, Jeweller Rochdale Pet May 31 Ord May 31
 LEACH, ARTHUR, Troston, Suffolk, Farmer Bury St Edmunds Pet May 2 Ord May 28
 LEE, FRED RHODES, Manningham, Bradford, Commercial Traveller Bradford Pet May 30 Ord May 30
 MUSGRAVE, THOMAS LEONARD, Tynemouth, Cabinet Maker Newcastle upon Tyne Pet May 29 Ord May 22
 NEWMAN, FRANK, East Hendred, Berks, Fishmonger Oxford Pet May 30 Ord May 30
 PUTTOCK, WILLIAM ARTHUR AUSTIN, Fernleigh rd, Winchmore Hill, Wine Merchant High Court Pet May 30 Ord May 30
 SCOTT, F E BURTON, Birkenhead, Chester High Court Pet April 21 Ord May 29
 SUTCLIFFE, LEWIS, Rochdale, Cotton Warp Sizer Rochdale Pet May 31 Ord May 31
 TAYLOR, ALBERT, Dunstable, Bedford Luton Pet May 16 Ord May 29
 THORPE, GEORGE HERBERT, Coventry, Carpenter Coventry Pet May 30 Ord May 30
 TRUMAN, HENRY ARTHUR, Meers, Somerset, Grocer Wells Pet May 29 Ord May 29
 WARNES, DONALD CHARLES, Ipswich, Solicitor Ipswich Pet April 24 Ord May 29
 WATERS, HENRY JOSEPH, Nottingham, Piano Tuner Nottingham Pet May 30 Ord May 30
 WINKEL, MAURICE, Hutton gdn, Diamond Merchant High Court Pet April 30 Ord May 29
 WYLLIE, WILLIAM RUSSELL, Bournemouth, Outfitter Poole Pet May 30 Ord May 30
 WYNN, M J, Crown chmbrs, Regent st High Court Pet May 6 Ord May 29

FIRST MEETINGS.

ALLEN, JAMES, Leicester June 11 at 3 Off Rec, 1, Bertridge st, Leicester
 BUDGEN, WILLIAM, Tunbridge Wells, Tobaccoist June 11 at 3 Off Rec, 12A, Marlborough pl, Brighton
 COLE, BESSIE LOUISE, Trinity rd, Upper footing June 12 at 12.30 York rd, Westminster Bridge June 12 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 DOWTHWAITE, ROBERT EDWARD, West Bridgford, Notts, Timber Merchant June 12 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 DUMPLETON, MARGUERITE E, Leighton Buzzard, Milliner June 12 at 10.45 Court House, Luton
 EARLE, EDITH LOUISE GIBSON, Bexhill on Sea June 11 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
 ELLIOTT, ALFRED GEORGE, Workshop, Motor Engineer June 12 at 12 Off Rec, Figtree ln, Sheffield
 FOSTER, AUBREY WRIGHT, Snett n rd, Forest Gate June 13 at 13 Bankruptcy bldgs, Carey st
 GIBBS, FREDERICK GEORGE ROBERT, Southampton, Drug Store Proprietor June 11 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton
 GREEN, TOM GILBERT, Richmond, Yorks, Innkeeper June 12 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 HARDING, SAMUEL DAVID, Middlewich, Chester, Printer June 12 at 12.15 Off Rec, King ct, Newcastle-Staffs
 HART, JOSEPH, Jun, Swindon, Wilsa, Carpenter June 11 at 11 Off Rec, 28, Regent circus, Swindon
 HOLDICH, THOMAS HUBERT, Northampton, Accountant June 11 at 12 Off Rec, The Parade, Northampton
 HUGILL, WILLIAM, Middlesbrough, Tobaccoist June 12 at 11.45 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 INGHAM, FRANK, Crowland, Lincoln, Butcher June 11 at 12 Law Courts, Peterborough
 JACKSON, SAMUEL HERBERT EBENEZER, Clarence Gate gdn, Baker at June 12 at 12 Bankruptcy bldgs, Carey st
 JESSER, A H, Salisbury House, London Wall, Chemist June 12 at 11 Bankruptcy bldgs, Carey st
 JOHNSON, FREDERICK, Wolverhampton, Butcher June 11 at 2.30 Off Rec, 30, Lichfield st, Wolverhampton
 JOHNSON, MARIE K, Baron's Court rd, West Kensington June 11 at 12 Bankruptcy bldgs, Carey st
 LEACH, ARTHUR, Troston, Suffolk, Farmer June 12 at 3 Off Rec, 34, Princes st, Ipswich
 LEE, FRED RHODES, Manningham, Bradford, Commercial Traveller June 11 at 11 Off Rec, 12, Duke st, Bradford
 LIEBLOM, OLOF HJALMAR, Liverpool, Engineer June 13 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
 MACDONALD, DEAKIN & JONES, Burnley, Public Works Contractors June 12 at 3 Off Rec, Byrom st, Manchester
 PARRAMORE, MARGARET, Chapelton, Yorks June 11 at 10.30 Off Rec, County Court Hall, Regent st, Barnsley
 PASCOE, RICHARD GARIBALDI LLEWELYN, Knowle, Bristol, Postman June 11 at 11.45 Off Rec, 26, Baldwin st, Bristol
 PUTTOCK, WILLIAM ARTHUR AUSTIN, Fernleigh rd, Winchmore Hill, Wine Merchant June 18 at 11.30 Bankruptcy bldgs, Carey st
 PYMAN, KATE FANNY, Bristol June 11 at 11.30 Off Rec, 26, Baldwin st, Bristol
 REE, ELIZABETH, Colwyn Bay, Denbigh June 11 at 2.30 Crypt chmbrs, Chester
 ROWLEY, THOMAS WILLIAM, Sheffield, Tobaccoist June 12 at 11.30 Off Rec, Figtree ln, Sheffield
 SADLER, WILLIAM, Havant, Hants, Grocer June 12 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 SCOTT, F E BURTON, Birkenhead, Chester June 18 at 11 Bankruptcy bldgs, Carey st
 SEWELL, ADOLPHUS CHARLES, Hampton on Thames June 12 at 11 132, York rd, Westminster Bridge rd
 SHAW, JAMES RICHARD, Birmingham, Quantity Surveyor June 11 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
 SOLWAY, EDWIN THOMAS, Perranporth, Cornwall, Baker June 14 at 11 Off Rec, 12, Princes st, Truro

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WARD, WILLIAM FRANCIS DUDLEY, Liverpool, Manufacturers' Agent June 12 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
 WARNES, D. NALD CHARLES, Ipswich, Solicitor June 12 at 12.30 Off Rec, 39, Prince st, Ipswich
 WINGFIELD, MAURICE, Hutton gdn, Diamond Merchant June 18 at 12 Bankruptcy bldgs, Carey st
 WYATT, WILLIAM RUSSELL, Bournemouth, Outfitter June 12 at 2.30 Arcade chmbrs (first floor), Bournemouth
 WYNN, M. J., Crown chmbrs, 'Regent at June 18 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALLEN, JAMES, Leicester Leicester Pet May 31 Ord May 31
 BRADLEY, ERNEST EDWIN, Milton under Wychwood, Oxford, Butcher Oxford Pet May 29 Ord May 29
 COOMBE, HILDA SUSANNA, Plymouth Plymouth Pet May 30 Ord May 30
 DICKINSON, SYDNEY JOHN, Oxford, Auctioneer Oxford Pet April 19 Ord May 30
 GILBERT, JOSHUA, Middlesbrough Middlesbrough Pet May 28 Ord May 31
 GREEN, THOMAS, Hounslow, Mldlx, Ironmonger Brentford Pet May 31 Ord May 31
 HARDING, SAMUEL DAVID, Middlewich, Chester, Printer Nantwich Pet May 30 Ord May 30
 HARTNALL, ARCHIBALD JOHN, Ryde, Isle of Wight, Newspaper Proprietor Newport Pet May 9 Ord May 31
 HUGILL, WILLIAM, Middlesbrough, Tobaccoist Middlesbrough Pet May 8 Ord May 30
 KELLEY, JOHN, Sheep In, Hackney, Carman High Court Pet April 12 Ord May 30
 KIDD, JOHN, Waterloo, Lancs, Jeweller Rochdale Pet May 31 Ord May 31
 LEE, FRED RHODES, Manningham, Bradford, Commercial Traveller Bradford Pet May 30 Ord May 30
 LINDSOM, OLAF HJALMAR, Liverpool, Engineer Birkenhead Pet May 1 Ord May 31
 MAXWELL-HERON, BASIL CHARLES MONTAGUE, Uxbridge rd, Shepherd's Bush High Court Pet May 1 Ord May 30
 MUGRAVE, THOMAS LEONARD, Tyne, Cabinet Maker Newcastle upon Tyne Pet May 29 Ord May 29
 NEALE, EDWIN JAMES, St Leonards on Sea, Constructional Engineer Hastings Pet April 11 Ord May 30
 NEWMAN, FRANK, Wantage, Berks, Fishmonger Oxford Pet May 30 Ord May 30
 PUTTOCK, WILLIAM ARTHUR AUSTIN, Fernleigh rd, Winchmore Hill, Wine Merchant High Court Pet May 30 Ord May 30
 REDMAN, J., Canning Town, Essex, Draper High Court Pet April 17 Ord May 22
 SHAW, JAMES RICHARD, Birmingham, Quantity Surveyor Birmingham Pet May 20 Ord May 30
 SUTCLIFFE, LAWIS, Rochdale, Cotton Warp Sizer Rochdale Pet May 31 Ord May 31
 THORPE, GEORGE HERBERT, Coventry, Carpenter Coventry Pet May 30 Ord May 30
 TRICKETT, JOHN SIMPSON, Daddington, Leicester, Farmer Leicester Pet May 15 Ord May 30
 TRUMAN, HENRY ARTHUR, Mease, Somerset, Grocer Wells Pet May 29 Ord May 29
 WATKINS, HENRY JOSEPH, Nottingham, Piano Tuner Nottingham Pet May 30 Ord May 30
 WYATT, WILLIAM RUSSELL, Winsom, Bournemouth, Outfitter Poole Pet May 30 Ord May 30

ADJUDICATIONS ANNULLED.

STEPHENS, HENRY CHANNING, Furlley, Surrey, Drug Merchant High Court Adjud May 21, 1908 Annul May 29, 1913
 INMAN, GEORGE SAUNDERS, Brighton, Cigar Dealer Brighton Adjud Aug 10, 1900 Annul May 22, 1913

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